

Board Office Use: <b>Legislative File Info.</b>	
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# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Julie Kessler Director, of Newcomer and ELL Programs

**Meeting Date**

**Subject** Afghan Refugee School Impact- Support to Schools -English Language Learner and Multilingual Achievement Office

**Ask of the Board** Approval by the Board of Education of a grant agreement between the District and the California Department of Social Services, through their agent the Public Health Institute in the amount of \$312,827 to provide case management and wellness support for Afghan Immigrants, as described in the proposal, incorporated herein by reference as though fully set forth, for the periods set forth below.

**Background** The goal for the ARSI program is to provide community-based and client-centered support services to newly arrived children, youth, and families from Afghanistan. The purpose of the ARSI program is to support the academic performance of young Afghan Newcomers and the successful integration of these children, youth, and their families into their communities and schools

**Discussion**

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart.

**Fiscal Impact**

The total amount of grants will be provided to OUSD schools from the funders.

- \$312,827

**Attachment(s)**

- Grants Face Sheet - ARSI
- EXHIBIT A - Statement of Objectives
- EXHIBIT B - Budget
- EXHIBIT C - Payment Schedule
- EXHIBIT D - ARSI-S2S Eligibility
- EXHIBIT E - URSI Eligibility
- EXHIBIT F - PHI'S Prime Award Terms & Conditions
- Award Letter and Agreement

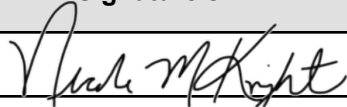
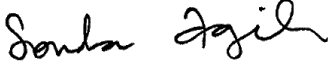
## OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Afghan Refugee School Impact-Support to Schools	<b>Funding Cycle Dates:</b> 07-01-2024- 6/30/26
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) PUBLIC HEALTH INSTITUTE 555 12th Street, Suite 600 Oakland, CA, USA 94607 Susan Gluchanicz Tel: 201-400-3934	<b>Grant Amount for Full Funding</b> Grant for OUSD in an amount not to exceed \$312,827.00.
<b>Funding Agency:</b> PUBLIC HEALTH INSTITUTE 555 12th Street, Suite 600 Oakland, CA, USA 94607 Susan Gluchanicz Tel: 201-400-3934	<b>Grant Focus:</b> The Afghan Refugee School Impact programs aim to provide community-based, person-centered services that support the academic performance of eligible Afghan newcomers and that foster the successful integration of these children, youth, and their families into communities.
<b>List all School(s) or Department(s) to be Served:</b> English Language Learner and Multilingual Achievement (ELLMA),	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Funds are directed towards providing linguistically and culturally responsive support services. Services encompass coordination of support services for basic needs and implementation of activities that foster connections such as family engagement and empowerment, and youth engagement and development.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Number of students and families served
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of % for all OUSD site services in the grant's budget for administrative	No

support, evaluation data, or indirect services.)	
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Name/Title: Nate Dunstan, Program Manager Site: 954 Address: 746 Grand Ave Oakland CA Phone: (510) 922-0061 Email: nathaniel.dunstan@ousd.org



**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Administrator	Nicole Knight		9/23/24
Chief Academic Officer	Sondra Aguilera		10/16/2024

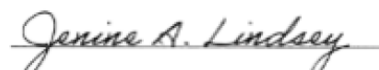
**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Senior Business Officer			
Superintendent			

**AWARD AGREEMENT**

1. This Award Agreement (“Agreement”) is entered into between Public Health Institute (“PHI”), as identified in 1 (a), and the Outside Party (“Recipient”) identified in 2 (a) named below:			
1 (a). <b>PUBLIC HEALTH INSTITUTE</b> 555 12 <sup>th</sup> Street, Suite 600 Oakland, CA, USA 94607 Tel: 510-285-5500		1(b). PHI’s AUTHORIZED REPRESENTATIVE Rebecca Silva, Vice President, Grants & Contracts Email: rsilva@phi.org	
1(c). PHI’s PROGRAM REPRESENTATIVE  Sehat Initiative Susan Gluchanicz Tel: 201-400-3934 *Contact for Scope of Work related questions	1(d). PHI’s ADMINISTRATIVE REPRESENTATIVE  Tracy Fine Grants & Contracts Specialist Tel: (916) 285-1231 Email: <a href="mailto:tfine@phi.org">tfine@phi.org</a>	1(e). PHI’s INVOICES AND PAYMENT CONTACT Any questions, please contact:  Susan Gluchanicz Tel: 201-400-3934 Email: <a href="mailto:SusanGluchaniczsgluchanicz@phi.org">SusanGluchaniczsgluchanicz@phi.org</a>	
2 (a). <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>  1011 Union Street Oakland, CA 94607 Tel: 510-922-0061		2 (b). OAKLAND UNIFIED SCHOOL DISTRICT AUTHORIZED REPRESENTATIVE  Nathaniel Dunstan Title: Program Manager, Refugee and Newcomers Email: <a href="mailto:nathaniel.dunstan@ousd.org">nathaniel.dunstan@ousd.org</a> Tel: 510-922-0061	
3. AGREEMENT NUMBER: 05896-AR71449			
4. PAYMENT TYPE: Fixed Price/Deliverables			
5. TERM OF THIS AGREEMENT: July 1, 2024 through June 30, 2026			
6. MAXIMUM AMOUNT: \$312,827.00			
7. PHI and Oakland Unified School District hereby enter into this Fixed Price/Deliverables Agreement in accordance with the hereto attached Terms and Conditions and hereto attached Exhibits, which together are all incorporated as a single Agreement.			
<b>AUTHORIZED SIGNATORY PUBLIC HEALTH INSTITUTE</b>		<b>AUTHORIZED SIGNATORY OAKLAND UNIFIED SCHOOL DISTRICT</b>	
 <i>Rebecca Silva</i>	10/16/2024	 <i>Nate D</i>	10/15/24
(Signature)	(Date)	(Signature)	(Date)
Rebecca Silva		Nathaniel Dunstan	
Vice President, Grants & Contracts		Program Manager, Refugee and Newcomers	

Approve as to form:



Jenine Lindsey, General Counsel  
Date: 10/11/2024

## AWARD AGREEMENT TERMS AND CONDITIONS

1. **RECITAL:** PHI is the recipient of Prime Contract No. ARSIS2S-URSI-PHI dated July 1, 2023 (“Prime Award”), from the California Department of Social Services (“Funder”) with funding from the State of California, Health and Human Services Agency. This Agreement sets forth the terms and conditions for which Recipient shall be obligated, including but not limited to the following: Total Amount of Funds Obligated to Recipient by this action: \$312,827.00; Total (cumulative) Amount of Funds Obligated to Recipient: \$312,827.00; Total (estimated) amount committed over the length of the Agreement: \$312,827.00; UEI Number: SM22R2GH91L1.
2. **PERIOD OF PERFORMANCE:** The period of performance for work to be performed in accordance with this Agreement will start on July 1, 2024 and end on June 30, 2026, unless otherwise amended per the terms of this Agreement.
3. **PURPOSE:** Recipient will implement the activities and complete the reporting requirements outlined in Exhibit A (Statement of Objectives), which is attached and hereby made a part of this Agreement.
4. **TOTAL AMOUNT:** This Agreement is for up to the fixed price amount of \$312,827.00 to be paid in accordance with Exhibit C (Payment Schedule).
5. **BUDGET CONTINGENCY:** It is mutually agreed that if the funding for the current budget period or any subsequent budget periods is reduced or canceled by the Funder, PHI shall have the option to either terminate this Agreement with no liability occurring to PHI or offer to amend this Agreement to reflect the reduced funding.
6. **USE OF FUNDS:** This Agreement will be used in accordance with the Recipient's approved budget outlined in Exhibit B (Budget). Recipient will obtain the prior written approval of PHI to make any changes to Exhibit A or Exhibit B of this Agreement. Requests will be made in writing.
7. **PAYMENT AND INVOICING**
  - A. **PAYMENT:** Recipient will invoice PHI for services rendered in accordance with Exhibit A, Exhibit B, and Exhibit C. Subject to any Budget Contingency clause of this Agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit C. All invoices for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP) used by the Financial Accounting Standards Board (FASB).

Upon approval by the PHI's Program Representative, Kristin Burnett, of the Recipient's invoices, PHI will pay Recipient, in arrears, the total fixed price amount specified above. The average time to receive payment is approximately thirty (30) days to allow time for processing by the PHI program and PHI's Accounts Payable.
  - B. **INVOICING:** In order to be paid, all invoices shall include the following information:
    1. Indicate the “Public Health Institute” name as shown on the Agreement;
    2. Include the PHI Agreement Number;
    3. Identify the billing and/or performance period covered by the invoice and

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provide a description of deliverables completed and payment amount for those deliverables for the same period;

4. Provide Recipient invoice contact, telephone number and/or email address;
  5. Be prepared in accordance with the approved cost categories identified in Exhibit B and the amounts contained in Exhibit C; and
  6. Be certified in ink, by an electronically scanned copy of a signature, or by verifiable electronic signature (e.g., DocuSign, Adobe, etc.) by the Recipient's Authorized Representative (or designee).
  7. A copy of the invoice/detailed transaction ledger shall be certified in ink or by an electronically scanned copy of a signature by the Recipient Authorized Representative for costs incurred, with the following statement: "I have reviewed the expenditure detail for this invoice to determine the allowability of the charges to this project and certify that the amount(s) included on this invoice and ledger are accurate." This certified document may be transmitted electronically to the PHI Invoices and Payment Contact.
  8. Recipient shall submit the final invoice to PHI, no later than thirty (30) calendar days after the end date of the Agreement. PHI will have no obligation to pay Recipient for invoices submitted more than thirty (30) calendar days after the date of expiration of the end date, or Budget Period if applicable, for this Agreement.
  9. Invoices must be submitted directly to the PHI Invoices and Payment Contact listed on page 1.
  10. The final invoice must include the statement "Final Billing."
- 8. RECORD RETENTION:** Recipient will preserve and retain all of its financial records, supporting documentation and all other records, documents, papers and other materials pertinent to this Agreement for three (3) years following the term of this Agreement, except that records relating to any audit, appeal, claim or litigation arising out of the performance of this Agreement will be retained until such matters are finally resolved or the retention period ends, whichever is later. Recipient will make the foregoing financial and other records and materials available to PHI and Funder, if any, with advance written notice, at any reasonable time for audit, examination, excerpt and transcription.
- 9. AUDIT FILING COMPLIANCE:** Recipient will comply with the Funder's Prime Award audit requirements, as outlined in Exhibit F (PHI Prime Award Terms & Conditions), Section 4, including providing a copy of its audit documents to PHI if required. Recipient agrees that the awarding Department, the State of California, the California State Auditor, 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. Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or end of the grant term, whichever is later, unless a longer period of records retention is stipulated. Recipient 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, Recipient agrees to include a similar right of the State of California to audit records and interview staff in any subgrant related to performance of this Agreement.

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(Gov. Code § 8546.7, Pub. Contract Code § 10115 et seq., Cal. Code Regs., tit. 2, § 1896.).

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

- 10. INTELLECTUAL PROPERTY:** Recipient shall remain the sole and exclusive owner of any and all materials provided by Recipient to aid in the performance of this Agreement, as well as any derivatives of such materials (“Recipient Pre-existing Materials”). Recipient hereby grants to PHI an irrevocable, non-exclusive, royalty-free, perpetual, and worldwide license to use Recipient Pre-existing Materials for the performance of PHI’s prime agreement, and further for educational and research purposes. Any newly created work product, including, without limitation, any trade secret, copyright, patent, trademark, or other intellectual property, that Recipient creates or helps create in performing services under this Agreement will be, and are hereby assigned to PHI as its sole and exclusive property. Accordingly, Recipient will assign to PHI all right, title, and interest worldwide in the work product; grants to PHI an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to PHI; and hereby waives enforcement against PHI of any rights in the work product that cannot be assigned or licensed to PHI.
- 11. COPYRIGHT:** Any copyrightable works made by Recipient under this Agreement will be the sole and exclusive property of Recipient provided that PHI and the Funder, if any, will have an irrevocable, royalty-free, non-exclusive, perpetual, world-wide license to use, reproduce, and distribute these works for educational and research purposes, and the right to license others to do the same. Recipient will incorporate the requirements of this clause in all lower tier agreements. If requested by PHI, Recipient will assist PHI, at its expense, during and after the expiration or termination of this contract, to obtain and enforce copyright and other protections for these works. Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 12. RIGHTS IN DATA:** PHI shall have the right to obtain, reproduce, disclose, or otherwise use Data (including without limitation writings, drawings, designs, data files and similar works) first produced or developed by the Recipient in the direct performance of this Agreement and the right to authorize others to do the same. “Data” will mean recorded information, regardless of form or the media on which it may be recorded, including technical data and computer software. Data does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 13. ACKNOWLEDGMENT:** Recipient will acknowledge this financial support as follows: “Funding is provided by the Sehat Initiative, a program of the Public Health Institute, through funding from the California Department of Social Services.”
- 14. INDEPENDENT CONTRACTOR:** Recipient will comply with the Funder’s Prime Award independent contractor requirements, as outlined in Exhibit F (PHI Prime Award Terms & Conditions), Section 9. Recipient is an independent contractor, not an employee of PHI or Funder, if applicable. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary



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relationship between the parties. Recipient agrees that it is ineligible for PHI employee benefits and is exclusively responsible for income tax payments, social security, and any and all employment benefits, including but not limited to unemployment insurance and worker's compensation insurance.

- 15. CONFIDENTIALITY:** Recipient will comply with the Funder's Prime Award confidentiality and information security requirements, as outlined in Exhibit F (PHI Prime Award Terms & Conditions), Page 13-17. Recipient will hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Recipient by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked "Confidential" and will be sent to Recipient's Authorized Representative. If not marked, information shall be considered "Confidential Information" if a person knowledgeable in the relevant field would conclude from the nature of the information and the circumstances of disclosure that it is the confidential or proprietary property of PHI. Confidential Information shall also include any portions thereof contained in analyses, complications, studies, notes and other material prepared by or in the possession or control of Recipient as is specified in this definition. Recipient will incorporate the requirements of this clause and the provisions contained in Exhibit F (PHI's Prime Award Terms & Conditions) in all lower tier agreements, if applicable.
- 16. PUBLICATIONS:** Recipient will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Recipient will not issue press releases or any public announcements without prior approval and will send to PHI copies of all papers, manuscripts and other materials produced that are related to this Agreement. Recipient will incorporate the requirements of this clause in all lower tier agreements.
- 17. INDEMNIFICATION:** Recipient will comply with the Funder's Prime Award indemnification requirements, as outlined in Exhibit F (PHI Prime Award Terms & Conditions), Section 5. Each party will indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Recipient agrees to indemnify, defend and hold harmless Funder, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional or willful misconduct, grossly negligent act, or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.
- 18. INSURANCE AND LICENSES:** Recipient will comply with the Funder's Prime Award insurance requirements, as outlined in Exhibit F (PHI Prime Award Terms & Conditions), Additional Provisions, Section A and Section B. Recipient will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Recipient's domicile, all other appropriate governmental agencies. Recipient's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this Agreement and may constitute grounds for PHI's

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termination. Recipient will provide PHI with a copy of insurance upon request.

- 19. LIMITATION OF LIABILITY:** To the maximum extent permitted by law, in no event will either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, lost goodwill, lost profits, lost business, or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.
- 20. NON-DISCRIMINATION:** Recipient will comply with the Funder's Prime Award non-discrimination requirements, as outlined in Exhibit F (PHI Prime Award Terms & Conditions), Section 10. As applicable to this Agreement, Recipient shall comply with:
- A. Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - B. 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
  - C. 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
  - D. Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
  - E. By entering into this Agreement, Recipient certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if Recipient has an internal policy against a sovereign nation or peoples recognized by the United States government, Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act or the Fair Employment and Housing Act.

Recipient shall incorporate the requirements of this clause in all nonexempt lower tier agreements.

- 21. INCORPORATION BY REFERENCE:** All provisions of the Prime Award issued by Funder that are applicable to this Agreement are hereby incorporated and by reference in Exhibit F (PHI's Prime Award Terms & Conditions) and Recipient will comply with them in all respects. Recipient expressly waives any right to further notification or explanation of Prime Award provisions. If any of the Prime Award provisions directly and irreconcilably conflict with any other provisions of this Agreement, the Prime Award will take precedence. Recipient will

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incorporate the requirements of this section into lower tier agreements.

- 22. ASSURANCE OF COMPLIANCE:** Recipient certifies that it will comply with all applicable federal statutes, regulations, and policies (including income tax regulations), and all applicable state and local laws and ordinances. In addition, Recipient represents that it has an Assurance of Compliance with the following statutes on file with the HHS Office of Civil Rights:
- A. Title VI of the Civil Rights Act of 1964;
  - B. Section 504 of the Rehabilitation Act of 1973;
  - C. Title IX of the Education Amendments of 1972;
  - D. Age Discrimination Act of 1975;
  - E. Animal Welfare: all Subrecipient organizations are required to comply, as applicable, with the regulations (9CFR, Subchapter A) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals;
  - F. Drug Free Workplace: the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et. Seq.) requires all organizations receiving awards from any Federal agency agree to maintain a drug-free workplace; and
  - G. Inclusiveness of Women and Minorities in Research Design. Supported Clinical research must conform to the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research in accord with section 492B of the PHS Act, added by the NIH Revitalization Act of 1993.
- 23. CLEAN AIR AND WATER:** Recipient will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C 1251 et seq.). Violations will be reported to HHS and the appropriate Environmental Protection Agency Regional Office.
- 24. LOBBYING:** Recipient certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf 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 making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Recipient will complete and submit to PHI OMB Standard Form LLL “Disclosure of Lobbying Activities.” Recipient will incorporate the requirements of this clause in all nonexempt lower tier agreements and require Recipient to certify and disclose to it and forward their disclosures to PHI.
- 25. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:** Recipient shall comply with all applicable standards, orders or regulations issued, and as amended, under 48 CFR § 52.204-25 (“Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”) and 2 CFR § 200.216 (“Prohibition on certain telecommunications and video surveillance services or equipment”), as applicable.

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- 26. TRAFFICKING IN PERSONS:** This Agreement is subject to requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Recipient must comply with the applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of Recipient or individuals defined as “employees” of Recipient. The details of Recipient's obligations regarding prohibited conduct related to trafficking in persons can be found in 22 USC 7104 and FAR 52.222-50, as applicable, which are incorporated by reference. Recipient must inform PHI immediately of any information Recipient receives from any source alleging a violation of a prohibited conduct outlined in this award term. Failure to abide by the requirements of 22 USC 7104 and FAR 52.222-50, as applicable, may result in the termination of this Agreement. Recipient shall incorporate the requirements of this clause in all lower tier agreements.
- 27. DEBARMENT CERTIFICATION:** Recipient certifies by signing this Agreement that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as specified in 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions. Recipient certifies that it is not listed as debarred or suspended in [www.sam.gov](http://www.sam.gov). (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336). Recipient will incorporate the requirements of this section in all non-exempt lower tier agreements. Recipient will notify PHI should its status herein change. Recipient will query [www.sam.gov](http://www.sam.gov) for all non-exempt lower tier covered transactions.
- 28. NONDELINQUENCY ON FEDERAL DEBT:** Recipient represents to the best of its knowledge that it is not delinquent in repaying any federal debt.
- 29. EXECUTIVE ORDER:** Recipient is required to comply with the Governor of California's Executive Order N-6-22 (found at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding sanctions in response to Russian aggression in Ukraine. Compliance with the EO includes, but is not limited to, compliance with the federal executive orders identified in Executive Order 14065 and the sanctions identified on the United States Department of Treasury website (found at <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). This clause shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and subawards, etc.). Recipient shall incorporate the contents of this clause into each lower tier transaction.
- 30. PROHIBITION ON THE USE OF GENERATIVE AI:** Recipient will not, without the prior written consent of the PHI authorized signatory, use any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models (“Generative AI”), including, but not limited to, Chat GPT, Google BARD, etc., directly or indirectly in the performance of this Agreement or in the creation of, or otherwise incorporated into, any work under this Agreement. Consistent with this requirement, Recipient is specifically prohibited from using Generative AI to analyze, process, or store any information proprietary to the PHI without prior written consent. Recipient represents and warrants that all reports, deliverables and any other information provided under this Agreement will be the result of Recipient's independent, original efforts without any unapproved Generative AI assistance, and will not incorporate, or be based upon, any output or contribution generated by Recipient or to the knowledge of Recipient, in whole

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or in part, through use of Generative AI.

- 31. APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS:** Recipient will require its subcontractors, suppliers, employees, consultants, and agents to comply with all applicable provisions of this Agreement.
- 32. TERMINATION:** Recipient will comply with the Funder's Prime Award termination requirements, as outlined in Exhibit F (PHI Prime Award Terms & Conditions), Section 7. PHI may suspend or terminate this Agreement at any time by giving written notice of suspension or termination to Recipient if the Prime Award is suspended or terminated in whole or in relevant part. If Recipient materially fails to comply with, or materially breaches, any of the terms and conditions of this Agreement, PHI may provide written notice of the breach and Recipient shall have ten (10) business days within which to remedy the breach. If Recipient fails to remedy the breach within such period, the Agreement automatically shall terminate upon the expiration of the ten (10) day cure period. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. If Recipient sends or receives a notice of suspension or termination, Recipient will cancel as many outstanding obligations as possible, and will provide a full accounting of all non-cancellable obligations for PHI's review and approval. On the date of suspension or termination, Recipient will stop work and Recipient will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the Prime Award, PHI will pay Recipient for costs incurred prior to the date of suspension or termination, including all approved un-cancellable obligations.
- 33. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the Recipient acknowledges in accordance with Public Contract Code section 7110, that: (a) The Recipient 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 Recipient, 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.
- 34. STANDARD TERMS AND CONDITIONS**
- A. **REPRESENTATIONS:** Recipient represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
- B. **EXCUSABLE DELAY:** If Recipient is delayed in the performance of its obligations by reason of power failure, acts of government, or acts of God, or other reasons or causes beyond Recipient's reasonable control, Recipient provides prompt notice to PHI of the nature and circumstances of the delay, and if agreed to in writing by the Parties, performance may be, at PHI's sole discretion, excused for the period of delay and the Agreement may be extended for a period equivalent to the delay.
- C. **INTERFERING CONDITIONS:** Recipient will promptly notify PHI of any condition that might interfere with this Agreement. Notification will not relieve

## AWARD AGREEMENT

- Recipient of any responsibilities hereunder.
- D. **WHISTLEBLOWER:** Recipient and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9. The Recipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.9 of the Federal Acquisition Regulation. The Recipient will insert the substance of this clause in all lower tier agreements over the simplified acquisition threshold.
- E. **COMPLIANCE WITH LAW:** Recipient will comply with all relevant state and federal statutes and regulations.
- F. **GOVERNING LAW:** The validity, construction, and effect of this Agreement will be governed by the laws of the United States of America and the State of California.
- G. **SEVERABILITY:** If any provision of this Agreement is held in conflict with law, the validity of the remaining provisions will not be affected.
- H. **DISPUTES AND ARBITRATION:** Recipient will comply with the Funder's Prime Award dispute requirements, as outlined in Exhibit F (PHI Prime Award Terms & Conditions), Section 6. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
- I. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Agreement, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
- J. **TRADEMARKS:** Neither party will use the name, trade name, trademark or other designation of the other party or its affiliates in connection with any products, promotion or advertising without the prior written permission of the other party.
- K. **WARRANTY:** PHI makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the results will not infringe any patent, copyright or trademark or other rights.
- L. **NON-ASSIGNMENT:** This Agreement is not assignable by Recipient without the prior written consent of PHI Authorized Representative.
- M. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Agreement will not extinguish any previously-acrued rights or obligations of the parties.
- N. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Recipient's Authorized Representative named on the cover page of this Agreement.
- O. **ENTIRE AGREEMENT:** This is the entire Agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be

**AWARD AGREEMENT**

amended only in writing.

- P. **AUTHORIZATION:** Recipient represents and warrants that they are fully authorized and empowered to enter into this Agreement and that the performance of the obligations under this Agreement will not violate any agreement between Recipient and any other person, firm, or organization.

**AWARD AGREEMENT**

**EXHIBIT A**  
**STATEMENT OF OBJECTIVES**  
(SEE ATTACHED)

**EXHIBIT B**  
**BUDGET**  
(SEE ATTACHED)

**EXHIBIT C**  
**PAYMENT SCHEDULE**  
(SEE ATTACHED)

**EXHIBIT D**  
**ARSI-S2S ELIGIBILITY**  
(SEE ATTACHED)

**EXHIBIT E**  
**URSI ELIGIBILITY**  
(SEE ATTACHED)

**EXHIBIT F**  
**PHI'S PRIME AWARD TERMS & CONDITIONS**  
(SEE ATTACHED)



**ARSI-S2S / URSI AWARDS**  
**EXHIBIT A**  
**STATEMENT OF OBJECTIVES**

**A. Background:**

The Office of Refugee Resettlement (ORR) Refugee School Impact (RSI) program is authorized by section 412(c)(1)(A)(iii) of the Immigration and Nationality Act (8 United States Code section 1522 (c)(1)(A)), as amended. The funding available under this program is designed to support local school systems that are impacted by significant numbers of newly arrived refugee children. The primary focus of this grant is to help newly arrived refugee school-age children who are making major initial adjustments and integrating into their communities.

In Federal Fiscal Years 2022 and 2023, the Office of Refugee Resettlement (ORR) allocated supplemental funds from the Afghanistan Supplemental Appropriations Act and Additional Afghanistan Supplemental Appropriations Act (together “ASA”), and the Additional Ukraine Supplemental Appropriations Act (AUSAA), to the California Department of Social Services (CDSS) to provide support services to newly arrived youth and families from Afghanistan and Ukraine through the Afghan Refugee School Impact-Support to Schools (ARSI-S2S) program and the Ukraine Refugee School Impact (URSI) program. The CDSS via the Public Health Institute (PHI) will allocate ARSI-S2S and URSI funding as Awards to eligible Local Education Agencies and Community Based Organizations, consistent with federal law and the CDSS’ authority as stated in the California Welfare and Institutions Code section 13276(a)(3).

The goal for the ARSI-S2S and URSI programs is to provide community-based and client-centered support services to newly arrived children, youth, and families from Afghanistan and Ukraine. **The purpose of the ARSI-S2S and URSI programs are to support the academic performance of young Afghan and Ukrainian Newcomers and the successful integration of these children, youth, and their families into their communities.**

To support Afghan and Ukrainian Newcomers as they enter communities, the PHI enters into this Award Agreement with school districts to provide academic and social support services to Afghan and Ukrainian youth and families eligible under ASA and AUSAA supplemental appropriations, as outlined in ORR Policy Letters (PL): [22-01](#), [22-02](#), [22-07](#), [22-12](#), [22-13](#), [22-15](#), [23-06](#), and Dear Colleague Letter (DCL) [24-01](#), summarized in Exhibits C and D (ARSI-S2S and URSI Eligibility Tables, attached).

**\*\*Please note that eligibility is subject to change and may be updated at any time\*\***

**ARSI-S2S Eligibility**

**Eligible clients for ARSI-S2S must meet both age and immigration timeline requirements, as outlined below.**

Eligible Populations:

1. School-aged Afghan Students - including pre-school or pre-kindergarten when applicable, until the age of 18.

2. Youth 18 or older, if the individual is enrolled in high school or a high school equivalent GED program.
3. Immediate family of students, regardless of their age

Eligibility based on timeline and status: **\*\*Please see attached tables for ARSI-S2S Eligibility\*\***

Federal Office of Refugee Resettlement (ORR) Policy Letters (PL) and Dear Colleague Letters (DCL) Referenced for ARSI-S2S eligibility:

- PL: [23-06](#), [22-12](#), [22-07](#), [22-02](#), [22-01](#)
- DCL: [24-01](#)

### **URSI Eligibility**

**Eligible clients for URSI must meet both age and immigration timeline requirements, as outlined below.**

Eligible Populations:

1. 1. School-aged Ukrainian and non-Ukrainian youth displaced from Ukraine – individuals are eligible from birth until age 18.
2. Youth 18 or older, if the individual is enrolled in high school or a high school equivalent GED program.
3. Immediate family of students, regardless of their age

Eligibility based on timeline and status: **\*\*Please see attached tables for URSI eligibility\*\***

Federal Office of Refugee Resettlement (ORR) Policy Letters (PL) and Dear Colleague Letters (DCL) Referenced for URSI eligibility:

- PL: [22-15](#), [22-13](#), [22-07](#)  
 DCL: [24-01](#)

The funds provided for services pursuant to this Agreement shall be for the sole purpose of providing linguistically and culturally responsive academic and social support services to youth and families as approved by PHI in the Awardee’s program plan. The RSI ARSI-S2S and URSI supplemental program funds may be used to hire staff to coordinate and/or conduct services, which shall include, but not be limited to:

1. **Connections for Basic Needs Support** – Connect families with resources and services to address critical basic needs, such as food, housing, and health care, to support family stability and well-being.
2. **Family Engagement and Empowerment** – Integrate parents into the school community and equip them with the resources, information, and capacity to partner with schools in supporting their children’s education.
3. **Youth Engagement and Development** – Support the academic, linguistic, and socioemotional growth of students, and build pathways to postsecondary success.
4. **School enrollment support.**

## 5. Participation in community of practice activities.

Activities shall integrate trauma-informed approaches in service delivery to Afghan and Ukrainian youth and families eligible under ASA and AUSA supplemental appropriations so as not to exacerbate trauma. The Awardee shall also implement policies and procedures for sustaining staff well-being, including practices for preventing secondary and other trauma.

## B. Summary of Objectives:

### Awardee's Responsibilities (ARSI-S2S and/or URSI):

During the project period the awardee will:

1. Outreach and engage ORR-eligible and newly arriving refugees in academic support services/programming.
2. Ensure that all eligible refugee and participants meet ORR eligibility requirements, maintain documentation as listed in 45 CFR Part 400.43 during the project period and for three years afterward.
3. Provide client-centered, trauma-informed, strengths-based and culturally and linguistically centered services/programming. **See below for Awardee's Work Plan.**
4. Establish hours of operation to best serve refugee students and their families.
5. Prepare reports and necessary indicators for PHI as required by CDSS and ORR.
6. Provide PHI with required data, in accordance with CDSS and ORR requirements, including but not limited to:
  - a. Outreach activities
  - b. Recruitment of refugee clients based on the ORR eligibility criteria.
  - c. Socio-demographic information (age, grade level, gender, language(s) spoken, country of origin, number of children, date of arrival to US, etc.)
  - d. Type and frequency of services provided (academic support, training, education, social event, referral, etc.)
  - e. Follow-ups conducted.
  - f. Greatest challenges or areas of improvement
  - g. Success stories or other positive narratives
7. Communicate with assigned PHI / Sehat project team member at least monthly and more frequently as needed via email, virtual call/meeting or in person.
8. Participate in monthly awardee cohort meetings (e.g. information, technical assistance, office hours, communities of practice advisory group, etc.).
9. Accurately expend and track all expenses associated with this funding, ensuring expenses are in alignment with approved budget and are allowable, allocable, and reasonable.

### PHI's Responsibilities:

During the project period the PHI Sehat project team will:

1. Work with awardee to identify areas for technical assistance and support.
2. Develop and deliver materials, trainings and other technical assistance as needed to support awardees.
3. Monitor awardee progress.
4. Develop and execute learning community to share best practices and disseminate Information

5. Accurately report all data submitted by awardees to the funder.
6. Process all invoices in a timely manner.

**Awardee Work Plan:**

<b>Country of Origin</b>	<b>Type of Activity</b>	<b>Year 1 (1/1/24-6/30/24) Clients Served</b>	<b>Year 2 (7/1/24-6/30/25) Clients Served</b>	<b>Year 3 (7/1/25-6/30/26) Clients Served</b>	<b>Total (Y1-Y3) Clients Served</b>
<b>Afghanistan*</b>  <i>*Please refer to the ARSI eligibility tables provided to confirm that reported clients are eligible based on date of arrival to the U.S.</i>	<b>Basic needs support</b>	<i>Number of eligible students____  Number of family members</i>	<i>Number of eligible students_90____  Number of family members 30</i>	<i>Number of eligible students__100____  Number of family members 33</i>	<i>Number of eligible students_100____  Number of family members 33</i>
	<b>Family engagement and empowerment</b>	<i>Number of eligible students____  Number of family members</i>	<i>Number of eligible students____  Number of family members 30</i>	<i>Number of eligible students____  Number of family members 35</i>	<i>Number of eligible students____  Number of family members 35</i>
	<b>Youth engagement and development</b>	<i>Number of eligible students____  Number of family members</i>	<i>Number of eligible students_70____  Number of family members</i>	<i>Number of eligible students__80____  Number of family members</i>	<i>Number of eligible students__80____  Number of family members</i>
	<b>School Enrollment support</b>	<i>Number of eligible students____  Number of family members</i>	<i>Number of eligible students__90____  Number of family members 30</i>	<i>Number of eligible students_105____  Number of family members 35</i>	<i>Number of eligible students__105____  Number of family members 35</i>
	<b>Capacity-building through participation in communities of practice</b>	<i>Number of participants____ –</i>	<i>Number of participants_1____ –</i>	<i>Number of participants__2____</i>	<i>Number of participants_2____ –</i>
<b>Ukraine*</b>	<b>Basic needs support</b>	<i>Number of eligible students____</i>	<i>Number of eligible students____</i>	<i>Number of eligible students____  Number of family members____</i>	<i>Number of eligible students____</i>

<b>*Please refer to the URSI eligibility tables provided to confirm that reported clients are eligible based on the date of arrival to the U.S.</b>		Number of family members____	Number of family members____		Number of family members____
	<b>Family engagement and empowerment</b>	Number of eligible students____  Number of family members____	Number of eligible students____  Number of family members____	Number of eligible students____  Number of family members____	Number of eligible students____  Number of family members____
	<b>Youth engagement and development</b>	Number of eligible students____  Number of family members____	Number of eligible students____  Number of family members____	Number of eligible students____  Number of family members____	Number of eligible students____  Number of family members____
	<b>School Enrollment support</b>	Number of eligible students____  Number of family members____	Number of eligible students____  Number of family members____	Number of eligible students____  Number of family members____	Number of eligible students____  Number of family members____
	<b>Capacity-building through participation in communities of practice (e.g. teachers, staff, volunteers, etc.)</b>	Number of participants____ -	Number of participants____ -	Number of participants____	Number of participants____

ARSI S2S:

**Grand total** (number of all **students** expected to be served in all allowable activities Y1-Y3):

**Grand total** (number of all **family members** expected to be served in all allowable activities Y1-Y3):

**Grand total** (number of all **staff/volunteers** expected to be served in all allowable activities Y1-Y3):

URSI:

**Grand total** (number of all **students** expected to be served in all allowable activities Y1-Y3):

**Grand total** (number of all **family members** expected to be served in all allowable activities Y1-Y3):

**Grand total** (number of all **staff/volunteers** expected to be served in all allowable activities Y1-Y3):

**\*\*Please note that eligibility for services/participation in activities depends on the student, and ORR-required eligibility verification must be collected for the student in order for family members to be served/counted.**

**\*\*Note: It is expected that awardee (school district) will serve 80% or more of the eligible population in their district.**

### **Work Plan**

Instructions: Please complete sections 1-2 below, as applicable. When complete, move to Section D.

### **Section 1: ARSI-S2S – complete if your district is receiving ARSI-S2S funds. If not, please skip to Section 2: URSI**

Allowable activities include coordination of support services and activities that will foster connections for basic needs support, family engagement and empowerment, youth engagement and development, school enrollment and communities of practice. Allowable services and activities may include but are not limited to those below.

- Check if your organization plans to implement ARSI-S2S activities and complete the Section 1 below.**
- Check if your organization is not implementing ARSI-S2S activities. Do not complete Section 1.**

**Instructions:** please **check** the boxes indicating which ARSI-S2S activities awardee (school district) plans to implement.

#### **1. Provide basic needs support to youth and families, including:**

- Early childhood development for preschool-aged children, including in-home support services. Please describe activity, frequency, and rationale (no more than 300 words):
  - Description of Activity:
  - Frequency of Activity (# of sessions/duration of time):
  - Rationale for Activity:

Identification of community partners. Please describe activity, frequency, and rationale (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time)
- Rationale for Activity:

- Outreach and navigation to increase access to public benefits. Please describe activity, frequency, and rationale (no more than 300 words):

- Description of Activity:
- Frequency of activity ((# of sessions/duration of time)
- Rationale for Activity:

Other (write in) (no more than 300 words):

- Description of Activity: Connection to basic needs at the time of enrollment including food banks and school-based food pantries, transportation assistance (in the form of a bus pass), enrollment in low-cost internet services, backpacks, school supplies, diapers and clothing.
- Frequency of activity ((# of sessions/duration of time) daily, 1 hour per family
- Rationale for Activity: Family needs vary greatly depending on the level of assistance they are receiving from local CBOs and resettlement agencies. OUSD staff will assess needs and connect to appropriate services as available (depending on current supplies) at time of enrollment. Transportation assistance will be provided as needed for families that are not walking-distance or unable to attend their neighborhood school due to capacity or lack of appropriate programming. Families will be connected to school-based services to meet basic needs whenever possible including food banks, clothing, and financial assistance.

## 2. Foster family engagement and empowerment, including:

Parent-child joint literacy programming (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Language Access (no more than 300 words):

- Description of Activity: OUSD will subcontract with partner organization Refugee & Immigrant Transitions (RIT). RIT will provide Dari and Pashto speaking staff to provide interpretation, translation and accompaniment services to Afghan students and parents. Services will be provided at school during parent-teacher conferences, other school-based meetings, home visits, school enrollment and registration. RIT will also teach ESL and teach wellness workshops for Afghan Women in Dari and Pashto which help to improve the capacity of parents to communicate with school staff directly.

- Frequency of Activity (# of sessions/duration of time): 75 times per school year/ 1.5 hours per session
- Rationale for Activity: There are no OUSD staff who speak Dari or Pashto and the OUSD translation unit does not employ an interpreter to serve those language needs.

Parenting (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Intimate partner violence education (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Parental engagement in schooling (no more than 300 words):

- Description of Activity: Refugee and Immigrant Transition's Adult ESL classes are designed to build English, literacy and job skills. Classes are relevant to students' lives providing English Literacy, Vocational English, Citizenship & DMV Test Preparation. The ESL classes provide access to case workers, the RIT wellness program, childcare and more.
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity: The ESL classes are centered on students' needs, are trauma-informed: considering how trauma impacts learning and addressing possible learning differences or disabilities. RIT also provides gender-specific classes (ie the Women's Initiative)

Recreational programming (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):



- Rationale for Activity:

Other (write in) (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

### 3. Support youth engagement and development, including:

Anti-bullying programs (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Mentorships (no more than 300 words):

- Description of Activity: Soccer Without Borders will provide year round bi-weekly soccer training sessions, weekly games, academic tracking and tutoring, mentorship. As a result of this contract, Afghan newcomer students will have regular access to healthy, constructive and safe outdoor activities, opportunities to make friendships across cultures, incentives to learn and practice English and confidence and excitement to set and maintain positive goals for the school year. As a result, these children will see improved school connectedness and attendance, and improved sense of belonging in their new Oakland homes, positive connections, with caring adults, and increased health.
- Frequency of activity (# of sessions/duration of time): 3 times/week for 2 hours
- Rationale for Activity: The OUSD has a large & diverse refugee and newcomer student population many of whom have had significant gaps in their education prior to coming to the U.S. (in addition to acute & on-going trauma in many cases) and many of whom speak little to no English when they arrive. In order to engage in school & succeed academically, they require supplemental support. Soccer Without Borders will integrate weekly goal-setting and teambuilding activities into all weekly trainings, report card review, goal setting and tutoring.

Culturally focused recreation (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Tutoring and literacy education (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Culturally responsive school staffing (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Other (write in): (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

#### **4. School enrollment support:**

Support school enrollment (no more than 300 words):

- Description of Activity: School enrollment and referrals for basic needs: connect families with resources and services to address critical basic needs, such as: food, housing, health care, crisis management and to support family stability and well-being.
- Frequency of activity (# of sessions/duration of time): daily, 1 hour per family
- Rationale for Activity: Assessment of family needs, connection to the appropriate school site, comprehensive orientation to the US school system.

Parent/student orientation (no more than 300 words):

- Description of Activity:

- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Other (write in): (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

**5. Support capacity-building through participation in communities of practice to foster the sharing of information, best practices, and lessons learned:**

Support capacity building (no more than 300 words):

- Description of Activity: Participate in PHI communities of practice activities.
- Frequency of Activity (# of sessions/duration of time): quarterly
- Rationale for Activity: Participate in community of practice with other ARSI-S2S awardee districts.

Other (write in): (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

**Section 2: URSI – complete if your district is receiving ARSI-S2S funds. If not, please skip to Section D: Additional Information.**

- Check if your organization plans to implement URSI activities and complete the Section 2 below.**
- Check if your organization is not implementing URSI activities. Do not complete Section 2.**

Allowable activities include coordination of support services and activities that will foster connections for basic needs support, family engagement and empowerment, youth engagement and development, school enrollment and communities of practice. Allowable services and activities may include but are not limited to those below.

**Instructions:** please **check** the boxes indicating which URSI activities awardee (school district) plans to implement.

**1. Provide basic needs support to youth and families, including:**

Connect families with resources and services to address critical basic needs. Please describe activity, frequency, and rationale (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Early childhood development. Please describe activity, frequency, and rationale (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time)
- Rationale for Activity:

Identification of community partners. Please describe activity, frequency, and rationale (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time)
- Rationale for Activity:

Outreach and navigation to increase access to public benefits. Please describe activity, frequency, and rationale (no more than 300 words):

- Description of Activity:
- Frequency of activity ((# of sessions/duration of time)
- Rationale for Activity:

Other (write in) (no more than 300 words):

- Description of Activity:
- Frequency of activity ((# of sessions/duration of time)
- Rationale for Activity:

**2. Foster family engagement and empowerment, including:**

Parent-child joint literacy programming (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Language Access (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Parenting (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Intimate partner violence education (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Parental engagement in schooling (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Recreational programming (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Other (write in) (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

### **3. Support youth engagement and development, including:**

Anti-bullying programs (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Mentorships (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Culturally focused recreation (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Tutoring and literacy education (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Culturally responsive school staffing (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Other (write in): (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

4. School enrollment support:

Support school enrollment (no more than 300 words):

- Description of Activity:
- Frequency of activity (# of sessions/duration of time):
- Rationale for Activity:

Parent/student orientation (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Other (write in): (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

**5. Support capacity-building through participation in communities of practice to foster the sharing of information, best practices, and lessons learned:**

Support capacity building (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

Other (write in): (no more than 300 words):

- Description of Activity:
- Frequency of Activity (# of sessions/duration of time):
- Rationale for Activity:

## C. Additional Information

### Tracking and Reporting

It is the Awardee's responsibility to complete quarterly, semi-annual, and ad hoc reports, presenting data from all services provided in a format in accordance with CDSS and ORR requirements.

**Quarterly Progress Reports:** Awardee (school district) will report progress for the above activities to PHI quarterly. Submission and approval of Quarterly Progress Reports is **required for invoice payments** to be processed.

**Semi-Annual Metrics Reports:** The awardee (school district) is required to track and report on metrics that are applicable to the services being provided to PHI on a semi-annual basis. The Semi-Annual Metrics Reports are an integral part of the State's ability to meet ARSI-S2S and URSI reporting requirements.

**Ad Hoc Reports:** PHI may receive requests from CDSS for Ad Hoc Reports throughout the year. If requested, we may require awardees to submit additional information at short notice. PHI will provide as much notice as possible for Ad Hoc reports while recognizing that the turnaround timeline for reports to be submitted may be short.

Quarterly and semi-annual report schedules are mentioned in attachment B of this agreement.

Examples of quantitative and qualitative metrics which will be tracked are below. Additional metrics may be required for collection as per the request of CDSS.

### Quantitative metrics:

For each service provided during the reporting period, the awardee should report:

- Number of non-duplicated eligible refugee participants who are:
  - Students
  - Parents



- Male
- Female
- Non-binary
- Grades pre-school/pre-K
- Grades K-5
- Grades 6-8
- Grades 9-12
- 0-12 months since arrival to US
- More than 12 months since arrival to US
- Number of times service offered in reporting period
- Frequency of service offered (daily, weekly, monthly quarterly, etc.)
- Number of eligible students who participated in services and were successfully promoted to the next grade level
- Number of staff hired

Qualitative metrics:

For each service provided during the reporting period, the awardee should report on:

- Success stories or positive narratives
- Challenges/areas for improvement and strategies for improvement
- Changes in programming regarding service availability and participation as compared to previous reporting period

**Eligibility and Verification**

To support Afghan and Ukrainian Newcomers as they enter communities, the awardee (school district) enters into this Agreement with PHI to provide social support services to Afghan and Ukrainian youth and families eligible under ASA and AUSAA supplemental appropriations as outlined in the following ORR Policy Letters (PL): [22-01](#), [22-02](#), [22-07](#), [22-12](#), [22-13](#), [22-15](#), [23-06](#), and Dear Colleague Letter (DCL) [24-01](#). **Awardee affirms it will certify the eligibility of ARSI-S2S and URSI program participants and maintain certification documents.**

**Maintaining Documents**

Maintain all records in accordance with all relevant state and federal laws and current standards of practice. Keep records of all services performed during the project and for at least three (3) years following this Agreement's expiration date. Documentation of services performed, includes, but is not limited to:

- a. Intake tools (including demographic information)
- b. Case management files
- c. Receipts/copies of checks for payment made to vendors for services
- d. Invoices and program budgets
- e. Eligibility verification documents

**Language Support**

Awardee (school district) will ensure language services to individuals with limited language proficiency (including limited English proficiency and literacy or other language limitations in an individual's first

language), which may include in-person interpretation and document translation and access to a language service line on telephones.

**Other**

Prioritize services provided under this agreement to communities that are underserved, hard-to-reach and low-income.

CFDA Number: 93.556

CFDA Program Title: Administration for Children and Families (ACF)

**BUDGET TOTALS**

Budget Categories	FY 2023-24		FY 2024-25		FY 2025-26		Program Totals
	ARSI-S2S	Subtotal	ARSI-S2S	Subtotal	ARSI-S2S	Subtotal	
<b>1. Personnel (Salaries)</b>							
Nate Dunstan	\$0.00	\$0.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$80,000.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Personnel (Salaries)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,000.00</b>	<b>\$40,000.00</b>	<b>\$40,000.00</b>	<b>\$40,000.00</b>	<b>\$80,000.00</b>
<b>Fringe Benefits:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,000.00</b>	<b>\$16,000.00</b>	<b>\$16,247.00</b>	<b>\$16,247.00</b>	<b>\$32,247.00</b>
<b>Subtotal Personnel and Fringe Benefits:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$56,000.00</b>	<b>\$56,000.00</b>	<b>\$56,247.00</b>	<b>\$56,247.00</b>	<b>\$112,247.00</b>
<b>2. Program &amp; Operation Expenses</b>							
Please note some examples below	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please note some examples below	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please note some examples below	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please note some examples below	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please note some examples below	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please note some examples below	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please note some examples below	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please note some examples below	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please note some examples below	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Program &amp; Operation Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>3. Subgrantees</b>							
Refugee & Immigrant Transitions	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$72,000.00	\$72,000.00	\$97,000.00
Soccer Without Borders	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$72,000.00	\$72,000.00	\$97,000.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Subgrantees</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$144,000.00</b>	<b>\$144,000.00</b>	<b>\$194,000.00</b>
<b>4. Subtotal Direct Charges (sum of 1-3)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$106,000.00</b>	<b>\$106,000.00</b>	<b>\$200,247.00</b>	<b>\$200,247.00</b>	<b>\$306,247.00</b>
<b>5a. Indirect Charges @(NICRA or de minimis on Budget Categories 1 &amp; 2)</b>							
	\$0.00	\$0.00	\$1,736.00	\$1,736.00	\$1,744.00	\$1,744.00	\$3,480.00
<b>5b. Indirect Charges are applied to first \$25,000 of each subgrant</b>							
	\$0.00	\$0.00	\$1,550.00	\$1,550.00	\$1,550.00	\$1,550.00	\$3,100.00
<b>5. Subtotal Indirect Charges</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,286.00</b>	<b>\$3,286.00</b>	<b>\$3,294.00</b>	<b>\$3,294.00</b>	<b>\$6,580.00</b>
<b>6. TOTAL (sum of 4-5)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$109,286.00</b>	<b>\$109,286.00</b>	<b>\$203,541.00</b>	<b>\$203,541.00</b>	<b>\$312,827.00</b>

**Exhibit B**  
**PAYMENT SCHEDULE**

Pursuant to the terms and conditions of this Agreement, **Oakland Unified School District** shall be compensated as follows:

The **Oakland Unified School District** will be paid the total fixed price amount of **\$312,827.00** as follows:

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Due Date</b>	<b>Amount</b>
<b>1</b>	Submission and approval Y2Q1 semi-annual report	September 15, 2024	25% of Yr. 2 contract amount
<b>2</b>	Submission and approval of quarterly progress report Y2Q2	December 15, 2024	25% of Yr. 2 contract amount
<b>3</b>	Submission and approval of Y2Q3 semi-annual report	March 15, 2025	25% of Yr. 2 contract amount
<b>4</b>	Submission and approval of quarterly progress report Y2Q4	June 15, 2025	25% of Yr. 2 contract amount
<b>5</b>	Submission and approval of Y3Q1 semi-annual report	September 15, 2025	25% of Yr. 3 contract amount
<b>6</b>	Submission and approval of quarterly progress report Y3Q2	December 15, 2025	25% of Yr. 3 contract amount
<b>7</b>	Submission and approval of Y3Q3 semi-annual report	March 15, 2026	25% of Yr. 3 contract amount
<b>8</b>	Submission and approval of quarterly progress report Y3Q4. Final Reports as requested	June 15, 2026	25% of Yr. 3 contract amount
			<b>\$ 312,827.00</b>

**Total Fixed Price Amount**

Year 2 (July 1, 2024-June 30, 2025) Contract Amount: \$109,286.00

Year 3 (July 1, 2025-June 30, 2026) Contract Amount: \$203,541.00

## EXHIBIT C

**This document summarizes and integrates multiple related policy documents. It is provided as a courtesy and recipients are advised to consult the applicable policy letters cited to gain a complete understanding of eligibility criteria and standards.**

### ARSI-S2S Eligibility

Eligible Populations:

1. School-aged Afghan Students - including pre-school or pre-kindergarten when applicable, until the age of 18.
2. Youth 18 or older, if the individual is enrolled in high school or a high school equivalent GED program.
3. Immediate family of students, regardless of their age

Eligibility based on timeline and status

#	Population	Eligibility Start Dates	End of Eligibility for Services
1	Afghan Humanitarian Parolee ( <b>Primary</b> )  Citizens or nationals of Afghanistan paroled into the United States under section 212(d)(5) of the Immigration and Nationality Act	July 31, 2021* – September 30, 2023	<b>March 31, 2023 or the end of the individual's parole term, whichever is later</b> , unless otherwise amended by law or the individual gains another ORR-eligible category or status.
2	Afghan Humanitarian Parolee ( <b>Relative</b> )  A <u>spouse or child</u> <sup>1</sup> of any individual described above in number 1, who is paroled into the United States after September 30, 2023.	September 30, 2023- present	<b>March 31, 2023 or the end of the individual's parole term, whichever is later</b> , unless otherwise amended by law or the individual gains another ORR-eligible category or status.
3	Afghan Humanitarian Parolee ( <b>Relative</b> )	September 30, 2023- present	<b>March 31, 2023 or the end of the individual's parole term, whichever is later</b> , unless

<sup>1</sup> 1 As defined in section 101(b) of the Immigration and Nationality Act (INA) (8 U.S.C. § 1101(b))

	A parent or legal guardian of any individual described above in number 1, who is determined to be an unaccompanied child as defined by 6 U.S.C. § 279(g)(2), who is paroled into the United States after September 30, 2023.		otherwise amended by law or the individual gains another ORR-eligible category or status.
4	ORR-eligible Afghan Refugee Population (arrived after July 31, 2021)	Date of Arrival (noted on I-94)	5 years after Date of Arrival for Refugee Support Services (RSS)
5	Asylee (granted asylum after July 31, 2021)	Date of Asylum Granted	5 years after Date of Asylum for Refugee Support Services (RSS)

*\*Per [PL 22-02](#), if an AHP was paroled and entered into a community in the U.S. between July 31, 2021 and September 30, 2021 or departed a Safe Haven prior to October 1, 2021, their date of eligibility is October 1, 2021. If an AHP departed a Safe Haven or entered into a community in the U.S. after October 1, 2021, use the eligibility date from the travel documentation that they may have.*

**Federal Office of Refugee Resettlement (ORR) and Dear Colleague Letters (DCL) Referenced:**

- ORR PL: [23-06](#), [22-12](#), [22-07](#), [22-02](#), [22-01](#)
- DCL: [24-01](#)

**ARSI-S2S Eligibility – Acceptable Documentation**

Applicant	Documentation
Afghan Special Immigrant Parolee (Principal Applicant, Spouse of Principal Applicant, or Child of Principal Applicant)	<p><b>Form I-94</b> noting SI or SQ parole (per section 602(B)(1) AAPA/Sec 1059(a) NDAA 2006) <b>OR</b></p> <p><b>Form I-765</b> Employment Authorization Document (EAD) receipt notice with code C11 <b>OR</b></p> <p><b>Form I-766</b>, Employment Authorization Document (EAD) with code C11</p>

<p>Afghan Special Immigrant Conditional Permanent Resident (SI CPR) (Principal Applicant, Spouse of Principal Applicant or Child of Principal Applicant)</p>	<p><b>Foreign passport with Machine Readable Immigrant Visa (MRIV)</b> with code CQ1, CQ2 or CQ3 <b>OR</b></p> <p><b>Foreign passport with DHS/CBP admission stamp</b> noting that the individual has been classified under IV (immigrant visa) category CQ1, CQ2, or CQ3 <b>OR</b></p> <p><b>DHS Form I-551 ("green card")</b> with an IV (immigrant visa) code for category CQ1, CQ2, or CQ3 <b>OR</b></p> <p><b>DHS/CBP temporary Form I-551 Alien Documentation Identification and Telecommunication (ADIT) stamp</b> <b>OR</b></p> <p><b>DHS/USCIS temporary Form I-551 ADIT stamp</b> <b>OR</b></p> <p><b>Form I-765</b> Employment Authorization Document receipt notice with code C11 <b>OR</b></p> <p><b>Form I-766</b> Employment Authorization Document with code C11</p>
<p>Afghan Special Immigrant Parolee (Principal Applicant, Spouse of Principal Applicant, or Child of Principal Applicant)</p>	<p><b>Form I-94</b> noting SI or SQ parole (per section 602(B)(1) AAPA/Sec 1059(a) NDAA 2006) <b>OR</b></p> <p><b>Form I-765</b> Employment Authorization Document (EAD) receipt notice with code C11 <b>OR</b></p> <p><b>Form I-766</b>, Employment Authorization Document (EAD) with code C11</p>
<p>Afghan Special Immigrant Conditional Permanent Resident (SI CPR) (Principal Applicant, Spouse of Principal Applicant or Child of Principal Applicant)</p>	<p><b>Foreign passport with Machine Readable Immigrant Visa (MRIV)</b> with code CQ1, CQ2 or CQ3 <b>OR</b></p> <p><b>Foreign passport with DHS/CBP admission stamp</b> noting that the individual has been classified under IV (immigrant visa) category CQ1, CQ2, or CQ3 <b>OR</b></p> <p><b>DHS Form I-551 ("green card")</b> with an IV (immigrant visa) code for category CQ1, CQ2, or CQ3 <b>OR</b></p> <p><b>DHS/CBP temporary Form I-551 Alien Documentation Identification and Telecommunication (ADIT) stamp</b> <b>OR</b></p> <p><b>DHS/USCIS temporary Form I-551 ADIT stamp</b> <b>OR</b></p> <p><b>Form I-765</b> Employment Authorization Document receipt notice with code C11 <b>OR</b></p>

	<b>Form I-766</b> Employment Authorization Document with code C11
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[Policy Letter 22-02](#)



## EXHIBIT D

**This document summarizes and integrates multiple related policy documents. It is provided as a courtesy and recipients are advised to consult the applicable policy letters cited to gain a complete understanding of eligibility criteria and standards.**

### URSI Eligibility

Eligible Populations:

1. School-aged Ukrainian and non-Ukrainian youth displaced from Ukraine – individuals are eligible from birth until age 18.
2. Youth 18 or older, if the individual is enrolled in high school or a high school equivalent GED program.
3. Immediate family of students, regardless of their age

Eligibility based on timeline and status

#	Population	Eligibility Start Dates	End of Eligibility for Services
I.A	Ukrainian Humanitarian Parolees - Citizens or nationals of Ukraine who the Department of Homeland Security has paroled into the United States	*February 24, 2022 – September 30, 2023	Until the end of the individual's parole term, unless otherwise amended by law or the individual gains another ORR-eligible category or status
I.B	Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States	*February 24, 2022 – September 30, 2023	Until the end of the individual's parole term, unless otherwise amended by law or the individual gains another ORR-eligible category or status
I.C		September 30, 2023-present	Until the end of the individual's parole term, unless otherwise amended by law or the individual gains another ORR-eligible category or status

	A spouse or child <sup>1</sup> of an individual described in section I.A. or I.B. who is paroled into the United States after September 30, 2023		
I.D	A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or an unaccompanied child described in section I.A. or I.B. who is paroled into the United States after September 30, 2023.	September 30, 2023-present	Until the end of the individual's parole term, unless otherwise amended by law or the individual gains another ORR-eligible category or status

**\*Per Policy Letter 22-13** - If an individual from either of these populations was paroled and entered the United States between February 24, 2022, and May 21, 2022, their date of eligibility is May 21, 2022. If they entered the United States after May 21, 2022, their date of eligibility is their date of humanitarian parole.

**Federal Office of Refugee Resettlement (ORR) and Dear Colleague Letters (DCL) Referenced:**

- ORR PL: [22-15](#), [22-13](#), [22-07](#)
- DCL: [24-01](#)

**URSI Eligibility – Acceptable Documentation**

Immigrant Status or Category of Applicant	Acceptable Documentation
Ukrainian citizen or national who received humanitarian parole (known as a Ukrainian Humanitarian Parolee, or UHP)	<p><b>Form I-94</b> noting humanitarian parole <b>OR</b></p> <p><b>Foreign passport with DHS/CBP admission stamp</b> noting "<b>DT</b>" <b>OR</b></p> <p><b>Foreign passport with DHS/CBP admission stamp</b> noting Uniting for Ukraine or "<b>U4U</b>" <b>OR</b></p>

<sup>1</sup> As defined in section 101(b) of the Immigration and Nationality Act (INA) (8 U.S.C. § 1101(b))

	<p><b>Foreign passport with</b> DHS/CBP admission stamp noting Ukrainian Humanitarian Parolee or "<b>UHP</b>"  <b>OR</b></p> <p><b>Form I-765</b> Employment Authorization Document (EAD) with receipt notice with code <b>C11 OR</b></p> <p><b>Form I-766</b> Employment Authorization Document (EAD) with code <b>C11</b></p>
<p>A non-Ukrainian individual who received humanitarian parole and the U4U or UHP class of admission in response to their displacement from Ukraine</p>	<p><b>Foreign passport with</b> DHS/CBP admission stamp noting Uniting for Ukraine "<b>U4U</b>" <b>OR</b></p> <p><b>Foreign passport with</b> DHS/CBP admission stamp noting Ukrainian Humanitarian Parolee or "<b>UHP</b>"</p>
<p>A non-Ukrainian individual who last habitually resided in Ukraine and received humanitarian parole, but without the U4U or UHP class of admission</p>	<p>Any one of the forms or stamps listed above <b>OR</b></p> <p>Documentation of last habitual residence in Ukraine, including Crimea</p>

[Policy Letter 22-13](#)

**EXHIBIT E**  
**PHI'S PRIME AWARD TERMS & CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that the awarding Department, the State, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or end of the grant term, whichever is later, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrant related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et seq., Cal. Code Regs., tit. 2, § 1896.)
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all grantees, subgrantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

8. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Grantee shall certify in writing, under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contract Code § 12205.)
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its subgrantees shall not deny the grant's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

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

11. **CERTIFICATION CLAUSES**: Grantee shall complete the **GRANTEE CERTIFICATION CLAUSES** contained in Exhibit C – Attachment 1 of this Agreement.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code 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. (Gov. Code § 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. § 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. (Gov. Code § 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. (Gov. Code § 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. (Gov. Code § 4554.)
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code section 7110, that:
  - a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Grant includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
  - b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Grant have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Gov. Code § 14841.)
20. LOSS LEADER: If this Agreement 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. (Pub. Contract Code § 10344(e).)

## **GRANTEE CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code § 12990 (a-f) and Cal. Code Regs., tit. 2, § 11102.) (Not applicable to public entities.)
  
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    1. the dangers of drug abuse in the workplace;
    2. the person's or organization's policy of maintaining a drug-free workplace;
    3. any available counseling, rehabilitation and employee assistance programs; and,
    4. penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    1. receive a copy of the company's drug-free workplace policy statement; and,
    2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296.) (Not applicable to public entities.)
  
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO BONO REQUIREMENT**: Grantee hereby certifies that Grantee will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

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



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

5. **EXPATRIATE CORPORATIONS:** Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to contract with the State of California.
  
6. **SWEATFREE CODE OF CONDUCT:**
  - a. All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code section 6108.
  - b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the granting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).
  
7. **DOMESTIC PARTNERS:** For agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.
  
8. **GENDER IDENTITY:** For agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code § 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the State by corporations, the Department will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.
  - b. "Doing business" is defined in Revenue and Taxation Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Department will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under State law, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all grantees that are not another state agency or other governmental entity.

## **SPECIAL TERMS AND CONDITIONS**

### **A. Dispute Provisions**

1. If the Grantee disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Grantee shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Grantee believes the decision of the State representative to have been in error (if applicable, reference pertinent grant provisions);
  - c. identification of all documents and substance of all oral communication which support Grantee's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Grantee within 15 calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent grant provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Grantee files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services  
744 P Street, M.S. 9-6-646  
Sacramento, CA 95814  
Attention: Bureau Chief, Office of Immigrant Youth

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

## **B. Certification Regarding Lobbying**

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

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

## **C. Accessibility Requirements**

Grantee shall comply with California Government Code sections 7405 and 11135 which requires, among other things, that Grantee shall comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All Grantee deliverables shall meet the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web

Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria. Grantee shall respond to and resolve any complaint regarding accessibility of its products or services that is brought to its attention.

## ADDITIONAL PROVISIONS

### A. Insurance Requirements

1. Compliance with Insurance Requirements – The Grantee agrees that the insurance herein required to be provided shall be in effect at all times during the term of this Agreement. In the event that any policy of said insurance coverage is going to expire at any time during the term of the Agreement, the Grantee agrees to provide notice of pending expiration to CDSS at least 30 calendar days before said expiration date. Grantee shall provide to CDSS a new certificate of insurance for the expiring insurance coverage at least 10 days prior to the date of expiration of the insurance. Any new insurance must still comply with the original terms required by this Agreement and must be for a period not less than one year.
2. Proof of Insurance – The Grantee will submit proof of liability insurance for the location where clients receive services. The Grantee agrees that all work and services shall immediately cease during such periods that the required insurance is not in effect, and that any costs incurred for services in violation of this provision will not be reimbursed by CDSS.
3. Certificates of Insurance – Each certificate of insurance must state that the insurer will not cancel the insured's coverage without 30 days prior written notice to CDSS.
4. Commercial General Liability – Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.
  - a. The policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the Agreement.
  - b. This additional insured endorsement, required in 6.a. that is attached to the insurance policy, must be supplied in a form acceptable to the Office of Risk and Insurance Management. In the case of Grantee's utilization of subgrantees to complete the Scope of Work under this Agreement, Grantee shall include all subgrantees as insured under Grantee's insurance or supply evidence of insurance to the CDSS equal to policies, coverage's and limits required of Grantee.
5. Automobile Liability – Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

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

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

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

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

1. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the grant.
2. Policy Cancellation / Termination & Notice of Non-Renewal – Grantee shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by grantee for any of the required insurance policies. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.
3. Deductible – Grantee is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - a. Any insurance required of the Grantee pursuant to this Agreement shall be the primary source of insurance for protecting the CDSS. This primary insurance coverage shall not be limited to, nor only apply to losses or damages above a stated amount; nor shall it require the CDSS to contribute to the purchase of insurance coverage required of the Grantee.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the grantee's obligations under the grant.

**The California Department of Social Services  
Confidentiality and Information Security Requirements  
Grantee Non-IT Services - v 2019 10**

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

- I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Grantee and CDSS.
- II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). Grantee shall incorporate the contents of this Exhibit into each lower tier transaction.
- III. **Confidentiality of Information.**
  - a. **DEFINITIONS.** The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive and/or Personal Information.
    - i. "Confidential Information" is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
    - ii. "Sensitive Information" is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS' fiscal resources and operations).
    - iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).
    - iv. "Breach" is
      1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
      2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).



v. "Information Security Incident" is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Grantee and CDSS, including this Exhibit.
- b. CDSS CSP which may become available to Grantee as a result of the implementation of the Agreement shall be protected by Grantee from unauthorized access, use, and disclosure as described in this Exhibit.
  - c. Grantee is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
    - California Welfare and Institutions Code section 10850
    - Information Practices Act - California Civil Code section 1798 et seq.
    - Public Records Act - California Government Code section 6250 et seq.
    - California Penal Code Section 502, 11140-11144, 13301-13303
    - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
    - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
    - Unemployment Insurance Code section 14013
  - d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that
    - i. is or becomes generally known or available to the public other than because of a breach by Grantee of these confidentiality provisions;
    - ii. already known to Grantee before receipt from CDSS without an obligation of confidentiality owed to CDSS;
    - iii. provided to Grantee from a third party except where Grantee knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
    - iv. independently developed by Grantee without reference to the CDSS CSP.

#### IV. Grantee Responsibilities.

- a. Grantee shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
  - i. The confidential nature of the information;
  - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;

- iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
  - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS, and Grantee and may be subject to penalties, both civil and criminal.
- b. Use Restrictions.** Grantee shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. Disclosure of CDSS CSP.** Grantee shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. Subpoena.** If Grantee receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Grantee will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Grantee's responsible unit for handling subpoenas and court orders.
- e. Confidentiality Safeguards.** Grantee shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Grantee shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Grantee's operations and the nature and scope of its activities.
- f. Nothing in this Agreement shall restrict Grantee's use of:**
- i. Information obtained by Grantee from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.
  - ii. Grantee's pre-existing data, reports or similar information.
  - iii. Non-confidential information received by Grantee from a third party or non-confidential information created or developed by Grantee, with the exception of information specifically identifying or intending to identify an applicant for, or recipient of, public social services.

## **V. Information Security Incidents and/or Breaches of CDSS CSP**

- a. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** The Grantee shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:
- i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and

- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** Grantee shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Grantee to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.
- c. Investigation of Information Security Incidents and/or Breaches.** Grantee shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Grantee shall cooperate fully in such investigations. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information. Grantee will keep CDSS fully informed of the results of any such investigation.
- d. Updates on Investigation.** Grantee shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Grantee and the CDSS Information Security and Privacy Officer. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information.
- e. Written Report.** Grantee shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
  - i. Grantee point of contact information;
  - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
  - iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
  - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
  - v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
  - vi. A description of the probable causes of the improper use or disclosure;
  - vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
  - viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

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

<b>CDSS Program Contract Manager</b>	<b>CDSS Information Security &amp; Privacy Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814  Email: iso@dss.ca.gov Telephone: (916) 651-5558

**VII. Termination.** An Information Security Incident and/or Breach of CDSS CSP by Grantee, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Grantee and CDSS and grounds for immediate termination of the Agreement.


# 24-2601 Afghan Refugee School Impact- Support to Schools -English Language Learner and Multilingual Achievement Office

Final Audit Report

2024-10-17

Created:	2024-10-16
By:	Marilu Boytes (marilu.boytes@ousd.org)
Status:	Signed
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## "24-2601 Afghan Refugee School Impact- Support to Schools -English Language Learner and Multilingual Achievement Office" History

 Document created by Marilu Boytes (marilu.boytes@ousd.org)

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 Signer [sondra.aguilera@ousd.org](mailto:sondra.aguilera@ousd.org) entered name at signing as Sondra Aguilera

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 Document e-signed by [Sondra Aguilera \(sondra.aguilera@ousd.org\)](mailto:sondra.aguilera@ousd.org)

Signature Date: 2024-10-17 - 1:01:00 AM GMT - Time Source: server- IP address: 104.192.9.101

 Agreement completed.

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