

File ID Number	20-2327
Introduction Date	12/9/20
Enactment Number	20-1783
Enactment Date	12/9/20 er
By	



**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Office of the Board of Education**

December 9, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Nicole Knight, Executive Director, English Language Learner and Multilingual Achievement (ELLMA)  
Nathaniel Dunstan, Program Manager, Newcomer and Refugee/Asylee Services

Subject: Standard Grant Agreement - California Department of Social Services, Immigrant Integration Branch - Federal Fiscal Year 2020-21 - #OFY2020-OUSD

**ACTION REQUESTED:**

Approval by the Board of Education of Standard Grant Agreement from the California Department of Social Services, in the amount of \$500,000.00, for the Standard Agreement under the Immigrant Integration Branch for the Federal Fiscal Year (FFY) 2020-21, to provide post-placement support services to Unaccompanied Alien Children (youth) and sponsors, socio-emotional support, mentoring and case management for unaccompanied minor students in OUSD, for the period of October 15, 2020 through December 31, 2022, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant Agreement for OUSD schools for the 2020-2021 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-2327	Yes	Grant	Oakland Unified School District, English Language Learner and Multilingual Achievement (ELLMA) Dept. and Secondary Newcomers Program Sites	To provide post-placement support services to Unaccompanied Alien Children (youth) and sponsors. Socio-emotional Support, mentoring and case management for unaccompanied minor students in OUSD.	October 15, 2020 - December 31, 2022	State of California - Health and Human Services Agency	\$500,000.00

**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 by the school.

**FISCAL IMPACT:**

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

- Grants valued at: \$500,000.00

**RECOMMENDATION:**

Approval by the Board of Education of a Grant Agreement for ELLMA Department and Secondary Newcomer Program Sites for fiscal year 2020-2021, pursuant to the terms and conditions thereof, for the grant year, if any.

**ATTACHMENTS:**

Grant Face Sheet

Standard Agreement

Exhibit A: Scope of Work

Exhibit B: Budget Detail and Payment Provision

Exhibit B-1: Project Budget

Exhibit C: General Terms and Conditions

Exhibit C-1: Grantee Certification Clauses

Exhibit D: Special Terms and Conditions

Exhibit E: Additional Provisions

Exhibit E-1: IT & Non-IT Confidentiality & Information and Security Requirements

Exhibit F: Assurance Form

OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Opportunities for Youth (OFY) Grant Agreement #OFY2020-OUSD	<b>Funding Cycle Dates:</b> Grant Term: October 15, 2020 - December 31, 2022 Service Term: January 1, 2021 - June 30, 2022
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Eliana Kaimowitz, Chief Immigrant Integration Branch California Department of Social Services 744 P Street, M.S. 9-6-33 Sacramento, CA 95814 (916) 653-6070	<b>Grant Amount for Full Funding Cycle:</b>  \$500,000.00
<b>Funding Agency:</b> State of California - Health and Human Services Agency California Department of Social Services Immigrant Integration Branch 744 P Street, MS 9-6-33 Sacramento, CA 95814	<b>Grant Focus:</b> To provide post-placement support services to Unaccompanied Alien Children (youth) and sponsors. Socio-emotional Support, mentoring and case management for unaccompanied minor students in OUSD.
<b>List all School(s) or Department(s) to be Served:</b> English Language Learner and Multilingual Achievement (ELLMA) Dept., Secondary Newcomers Program Sites	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant's primary focus is to promote security, stability and opportunities for Unaccompanied Minor youth in OUSD in by fostering resilience among their guardians and increasing the socio-emotional competence of the youth. OUSD students will receive case management, participate in mentorship and after-school programs that promote well-being and health, and receive referrals to services that support their integration into life in the US/Oakland. This support will promote student attendance, participation, graduation and mental health.
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 5.56% 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.)	We have a flag for unaccompanied minor students and a tracking system in place to measure and track attendance, ELPAC scores, grades, retention, and other test scores.
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 5.56% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
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

<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Nathaniel Dunstan, Program Manager Oakland Unified School District 746 Grand Avenue, Oakland, CA 94610 510-273-1661 <a href="mailto:Nathaniel.Dunstan@ousd.org">Nathaniel.Dunstan@ousd.org</a></p>
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**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Administrator	Tom Felix	<i>Tom Felix</i>	10/28/20
Chief Academic Officer	Sondra Aguilera	<i>Sondra Aguilera</i>	11/12/2020

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		

**STANDARD AGREEMENT**GRANT AGREEMENT NUMBER  
OFY2020-OUSDGRANT  (NEW)  (AMENDED)

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

State Agency's Name  
California Department of Social ServicesGrantee's Name  
Oakland Unified School District

2. The term of this Agreement is: Upon signed by both parties

Start Date  
October 15, 2020Through End Date  
December 31, 2022

3. The maximum amount of this Agreement is: \$500,000.00

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


Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit A-1		
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B	Budget Detail and Payment Provision	3
Exhibit B-1	Project Budget	1
Exhibit B-2		
Exhibit B-3		
Exhibit B-4		
Exhibit C	General Terms and Conditions	5
Exhibit C-1	Grantee Certification Clauses	5
Exhibit C-2		
Exhibit D	Special Terms and Conditions	3
Exhibit D-1		
Exhibit D-2		
Exhibit E	Additional Provisions	1
Exhibit E-1	IT & Non-IT Confidentiality & Information and Security Requirements	6
Exhibit E-2		

Exhibits	Title	Pages
Exhibit F	Assurance Form	1
Exhibit F-1		
Exhibit F-2		
Exhibit G		
Exhibit G-1		
Exhibit G-2		
Exhibit H		
Exhibit H-1		
Exhibit H-2		
Exhibit I		
Exhibit I-1		
Exhibit I-2		

**Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**

**These documents can be viewed at** <https://www.dgs.ca.gov/OLS/Resources>

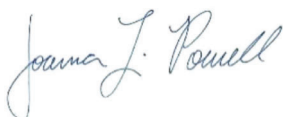
**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

GRANTEE			
Grantee's Name (if other than an individual, state whether a corporation, partnership, etc.) Oakland Unified School District			
Grantee's Business Address 1000 Broadway, Ste. 300	City Oakland, CA	State 94607	Zip
Printed Name Of Person Signing Dr. Kyla Johnson-Trammell	Title Superintendent		
Grantee Authorized Signature 	Date Signed October 28, 2020		

STATE OF CALIFORNIA			
Agency Name California Department of Social Services			
Agency Business Address 744 P Street	City Sacramento, CA	State 95814	Zip
Printed Name Of Person Signing Marcela Ruiz	Title Director, Office of Equity		
Agency Authorized Signature	Date Signed		

Exemption (If applicable)

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/19/2020.




Jody London, President Board of Education 12/10/20

**EXHIBIT A**  
**(Grant Agreement)**

**SCOPE OF WORK**

**A. PURPOSE**

The Budget Act of 2019 (Assembly Bill 74) appropriated funding to the California Department of Social Services (CDSS) for the purpose of awarding grants to non-profit organizations and school districts to provide post-placement services to Unaccompanied Alien Children (youth) as defined in Section 279(g)(2) of Title 6 of the United States Code and under the care of a sponsor residing in the State of California, as set forth in this Grant Agreement (Agreement). Pursuant to its authority, the CDSS enters into this Agreement with Oakland Unified School District (Grantee) for the sole purpose to provide post-placement services to youth and sponsors. This project shall be known as Opportunities for Youth (OFY).

The funds provided for services pursuant to this Agreement shall be for the sole purpose of providing post-placement support services to youth and sponsors as approved by CDSS in the Grantee's work plan. Services shall include, but not be limited to:

1. Case management;
2. Program navigation;
3. Youth mentoring/coaching;
4. Coordination and collaboration with the OFY project evaluation and technical assistance provider and the family support workshop provider; and
5. Participation in OFY project evaluation and technical assistance activities, including but not limited to data collection, consultative sessions, and participation in learning collaboratives.

**B. TERMS AND CONDITIONS**

By signing this Agreement, Grantee agrees to provide to the CDSS services as described in this Agreement that includes the Grantee's approved work plan:

**1. Term**

- a. The term of this Agreement shall be:
  - I. Grant term from October 15, 2020 through December 31, 2022.
  - II. Service term from January 1, 2021 through June 30, 2022.

**EXHIBIT A**  
**(Grant Agreement)**

**2. Grantee Qualifications**

Grantee, by signing this Agreement, certifies that the Grantee meets the following requirements:

- a. Meets the requirements set forth in Section 170(c)(1), 501(c)(3) or 501(c)(5) of the Internal Revenue Code.
- b. Has a minimum of (5) years of experience providing immigration legal services or other support services to youth and their sponsors.
- c. Has collaborative partnerships with service organizations, governmental agencies, and school districts that provide collocated services including workforce readiness and safety net services.

**3. Grantee Final Work Plan and Budget**

- a. Grantee shall prepare and submit to the CDSS a Final Work Plan, upon final execution of this Agreement, which shall identify how Grantee will provide the services in Exhibit A of this Agreement and shall include all of the following:
  - 1) Narrative description of case management, program navigation, and youth mentoring and coaching services;
  - 2) Narrative description of the plan to collaborate with the OFY project evaluator and technical assistance provider;
  - 3) Narrative description of the plan to collaborate with the OFY family support workshop provider;
  - 4) Service delivery model for providing case management, program navigation, and youth mentoring;
  - 5) Budget Plan, including a budget for personnel and the pertinent staffing level for each service component;
  - 6) Supervision for the project;
  - 7) Implementation plan, including the dates each activity shall be completed; and
  - 8) Reporting process.
- b. Grantee may modify the Final Work Plan only with prior written consent from the CDSS. Said changes to the Final Work Plan shall not require an amendment to the Agreement.

**4. Grantee Responsibilities**

- a. At all times during the term of this Agreement, Grantee shall maintain the qualifications required to provide the services for which the Grantee receives funding. The Grantee shall immediately report to the CDSS any loss of qualifications required to provide services under this Agreement.
- b. Grantee shall keep records of any and all services performed for a period not less than three (3) years following the expiration date of this Agreement.



**EXHIBIT A**  
**(Grant Agreement)**

- c. Grantee shall reimburse the CDSS any funds advanced by CDSS to the Grantee for services that are not provided within 180 days of the advance.

**5. Subgrantees**

- a. Grantee may subgrant with an individual or non-profit organization to perform part or all of the services described in Exhibit A of this Agreement, only upon advance written approval from CDSS.
- b. Grantee shall provide to CDSS a signed agreement between Grantee and each subgrantee within 30 days of the final execution of this Agreement that describes the services to be provided by the subgrantee pursuant to this Agreement, and the compensation to be received by the subgrantee for performing said services.
- c. Grantee shall be responsible for all work performed under this Agreement. If any subgrantee fails to perform a portion of the work in a manner satisfactory to the CDSS, the subgrantee shall be removed immediately upon written request of the CDSS and shall not be re-employed in the work.
- d. Grantee is responsible for verifying status and/or satisfactory completion of the activities by subgrantees before submitting an Invoice Claim Form or report, which includes the subgrantee's activities.
- e. Grantee may not substitute any subgrantee without advance written consent of the CDSS.

**6. CDSS Responsibilities**

The CDSS shall:

- a. Monitor and evaluate Grantee's reports on performance, expenditures and service deliverables to assess satisfactory performance and compliance with contract requirements. The determination of inadequate performance and noncompliance will be made at the sole discretion of the CDSS. In the event the CDSS determines that Grantee has not satisfactorily performed services or is not in compliance with the Agreement, the CDSS will give Grantee notice within 60 days of its determination. Grantee will have the opportunity to submit a written response to provide resolution within 30 days after the notification from the CDSS. In the event the Grantee is unable to provide a resolution, the CDSS reserves the right to withhold invoice payments, terminate the Agreement, or exercise other remedies. The CDSS also reserves the right to withhold payments in the event Grantee fails to submit required reports in a timely manner.
- b. Review data, materials, publications and curricula used by Grantee and all fiscal records related to the program. Contract monitoring shall be accomplished in a manner, location and time at the sole discretion of the CDSS.
- c. Provide the Grantee with instruction and submission of reports.

**EXHIBIT A**  
**(Grant Agreement)**

- d. Review all invoices submitted by Grantee and approve for payment in a timely manner.

**7. Reporting**

- a. Grantee shall complete electronic reports on deliverables and provide requested data.
- b. Grantee shall submit electronic reports on deliverables and requested data to CDSS by the due dates, which will be specified by the CDSS a minimum of 30 days before the due date.
- c. The Report Form shall be submitted to:

California Department of Social Services  
Immigrant Integration Branch  
744 P Street, MS 9-6-33  
Sacramento, CA 95814  
[ImmigrationServices@dss.ca.gov](mailto:ImmigrationServices@dss.ca.gov)

**8. Exclusions and Limitations**

- a. Grantee shall be prohibited from:
  - 1) Charging a client or any other individual or entity for any services provided pursuant to this Agreement;
  - 2) Accepting any compensation including pre-payment or co-payments from a client for any services provided to a client pursuant to this Agreement; and
  - 3) Charging any membership fees to access services pursuant to this agreement.

**9. Agreement Representatives**

The Agreement Representatives for the parties in this Agreement are:

**CDSS**

Eliana Kaimowitz  
Chief  
Immigrant Integration Branch  
744 P Street, M.S. 9-6-33  
Sacramento, CA 95814  
(916) 653-6070  
[Eliana.Kaimowitz@dss.ca.gov](mailto:Eliana.Kaimowitz@dss.ca.gov)

**Grantee**

Nathaniel Dunstan  
Program Manager  
Oakland Unified School District  
1000 Broadway Suite 300  
Oakland, CA 94607  
(510) 273-1661  
[nathaniel.dunstan@ousd.org](mailto:nathaniel.dunstan@ousd.org)

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

**EXHIBIT B  
(Grant Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The term of this Agreement shall be from October 15, 2020 through December 31, 2022. All services must be completed by June 30, 2022.
2. The maximum amount payable under this Agreement shall not exceed \$500,000.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s), subject to continued funding:

2020/21	\$500,000.00
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3. Grantee may submit a written request for advancement of funds of up to 40 percent of the total awarded amount within 30 calendar days from the execution date of this Agreement.
4. Funding for necessary travel expenses and per diem are included in this Agreement and will be reimbursed at rates established by the California Department of Human Resources for comparable classes. (See <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>). Grantee will itemize travel expenses, including receipts, and submit to CDSS Program Grant Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Grant Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

No travel outside of the State of California by Grantee shall be reimbursed unless there is prior written authorization from CDSS.

5. Grantee shall submit the request for payment using the Expenditures Report Form, along with an invoice and supporting documentation on a quarterly basis as specified by the CDSS.
6. Invoices shall include the Agreement Number OFY2020-OUSD and Index Code 9990 and shall be electronically submitted on Grantee's letterhead as specified by the CDSS. Any invoices submitted without the above referenced information may be returned to the Grantee for further re-processing.
7. Invoice payment will be conditioned upon the timely receipt by the CDSS of the OFY project progress reports and final report from the Grantee within the specified due dates and in a manner acceptable by the CDSS. If acceptable reports are not received or a request for extension of a due date has not been granted by the CDSS, invoices will not be processed and will be returned to the Grantee.
8. Purchases of equipment, supplies, and other items in excess of \$500 must be accompanied with supporting documentation and must be included with the invoice for reimbursement. The CDSS may not reimburse invoices that do not meet these requirements.

**EXHIBIT B  
(Grant Agreement)**

**B. State Budget Contingency Clause**

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

**C. For Grant with Federal Funds**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

**D. Budget Modification Without Written Agreement Amendment**

Line item shifts of up to ten percent (10%) of the annual grant total are allowable, subject to the prior review and approval of the CDSS Director of the Office of Equity. Line item shifts that meet this criteria do not require a formal grant amendment. Any line item shift exceeding this amount must be executed through a formal grant amendment. All requests for line item shifts must be submitted in writing and include a substantial business justification for the shift. Fund shifts which increase indirect costs are prohibited. If the Agreement is formally amended for any other purpose, all line item shifts agreed to by the parties and not previously included in an amendment must be included in the amendment.

**E. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B  
(Grant Agreement)**

**F. Review**

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**G. Final Billing**

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the grant term, whichever comes first. The final invoice must include the statement "Final Billing."

**H. Nonresident Tax Withholdings**

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

**BUDGET NARRATIVE TEMPLATE**

ORGANIZATION: Oakland Unified School District

CATEGORY & LINE ITEM DESCRIPTIONS	BUDGET NARRATIVE	FY: 2020 -2021			FY: 2021 -2022			FY: 2022 -2023			PROJECT TOTALS
		10/1/2020 - 6/30/2021	7/1/2021 - 6/30/22		7/1/2021 - 6/30/22		7/1/2022 - 12/31/2022				
<b>Personnel (Salaries &amp; Benefits)</b>											
Case Manager	1 FTE	\$ 50,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	
Program Coordinator (Newcomer Program Manager)	0.1 FTE	\$ 2,106	\$ 4,212	\$ 2,119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,424	
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<b>Subtotal Personnel (Salaries &amp; Benefits)</b>		\$ 52,106	\$ 104,212	\$ 2,119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158,424	
<b>Program Expenses</b>											
0										\$ -	
0										\$ -	
0										\$ -	
0										\$ -	
0										\$ -	
0										\$ -	
0										\$ -	
0										\$ -	
0										\$ -	
0										\$ -	
<b>Subtotal Program Expenses</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subcontractors</b>											
Immigrant Family Defense Fund	1.5 FTE - Program Navigators	\$ 57,500	\$ 112,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000	
Soccer Without Borders	2 FTE Coaches	\$ 57,500	\$ 112,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000	
0										\$ -	
<b>Subtotal Subcontractors (excluded from Indirect rate)</b>		\$ 115,000	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,000	
<b>Operating Expenses</b>											
0										\$ -	
0										\$ -	
0										\$ -	
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<b>Subtotal Operating Expenses</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal Direct Cost</b>		\$ 167,106.00	\$ 329,212.00	\$ 2,119.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 498,437.00	
Indirect Expenses [Direct Cost - Subcontractors' Cost]*10% =	\$ 5,211	\$ 521.00	\$ 521.00	\$ 521.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,563.00	
<b>GRAND TOTALS</b>		\$ 167,627.00	\$ 329,733.00	\$ 2,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	

\*Indirect Expenses are 10% or 25% of Subtotal Direct Costs, excluding subcontractor expenses

### **EXHIBIT C 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).)

**EXHIBIT C – ATTACHMENT 1**

**GRANTEE CERTIFICATION CLAUSES**

**CERTIFICATION**

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

<i>Grantee Name (Printed)</i> Oakland Unified School District		<i>Federal ID Number</i> 94-6000385
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dr. Kyla Johnson-Trammell, Superintendent		
<i>Date Executed</i> October 28, 2020	<i>Executed in the County of</i> Alameda	

**GRANTEE CERTIFICATION CLAUSES**

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/19/2020. 

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 lessor 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 Sweatfree 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.



**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. Dispute Provisions**

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

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

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

**B. Termination of the Agreement**

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

**C. Debarment and Suspension**

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

**EXHIBIT D**  
**(Standard Agreement)**

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

**D. Certification Regarding Lobbying**

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

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

**E. Computer Software Copyrights**

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

**EXHIBIT D**  
**(Standard Agreement)**

**F. OMB Audit**

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

**G. Subgrantees**

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

**H. Indirect Costs/Administrative Overhead**

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

**EXHIBIT E**  
**(Grant Agreement)**

**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.

**EXHIBIT E  
(Grant Agreement)**

**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.

**EXHIBIT E**  
**(Grant Agreement)**

7. Inadequate Insurance – Inadequate or lack of insurance does not negate the grantee's obligations under the grant.

**C. Confidentiality Requirements**

Grantee and its employees agree to comply with CDSS Confidentiality and Security Requirements as described in Exhibit E – Attachment 1.

**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.

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

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

<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.

**EXHIBIT F**  
**Opportunities for Youth Project**  
**Assurance Form**

I certify that the information in this Assurance Form is accurate and complete.

- Our Opportunities for Youth (OFY) project will include collaborative efforts, and the Grantee will maintain records of collaboration with community based organizations, local governmental agencies, and immigration legal service providers. The records will be available for review and/or audit by CDSS.
- Our organization will participate in all learning collaboratives and consultative sessions with the Evaluation and Technical Assistance provider.
- Our organization will collaborate with the Evaluation and Technical Assistance provider to collect and report data to inform the evaluation of the OFY project.
- Our organization will collaborate with the Family Support Workshop provider and assist in coordinating these activities.
- Our OFY project coordinator will maintain complete documentation of program activities and expenditures. The records will be available for review and/or audit by CDSS.
- Our OFY project coordinator will be required to verify that each youth participating in OFY funded activities meets eligibility requirements. We will maintain an affidavit, signed by the designated OFY project coordinator, certifying that the youth is eligible to participate in OFY project activities.

I, the official named below, hereby swear that I am duly authorized legally to bind the Grantee to the certification described above. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California. In addition, I certify that, to the best of my knowledge, the information contained in this application is complete and correct.

Dr. Kyla Johnson-Trammell

Superintendent

Printed Name of Authorized Representative or Designee

Title



October 28, 2020

Signature of Authorized Representative or Designee

Date

Oakland Unified School District

Organization

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/19/2020.

