

# RESEARCH SUBAWARD AGREEMENT

Institution/Organization  <b>Humboldt State University Sponsored Programs Foundation</b> (“Prime Recipient”) 1 Harpst Street Arcata, CA 95521-8299		Institution/Organization  <b>Humboldt Department of Health and Human Services</b> (“Subrecipient”) 2440 Sixth Street Eureka, CA 95501  EIN/TIN No.: 94-6000513 DUNS No.: 793165098	
<b>Prime Award No. / FAIN:</b>	00009896	<b>CFDA #:</b>	93.658
<b>Awarding Agency:</b>	Regents of the UC, CA Berkeley	<b>PO #:</b>	
<b>Budget Period:</b>	7/1/2018 – 6/30/2020	<b>Est. Total:</b>	\$50,000
<b>Performance Period:</b>	7/1/2018 – 6/30/2020	<b>Funded This Action:</b>	\$50,000
<b>Reporting Requirements:</b>	X FFATA (Attachment 3B)          __ Cost Sharing: \$		

## PROJECT TITLE: CAL SWEC 18-19 (S4018)

### TERMS AND CONDITIONS

- 1) Prime Recipient hereby awards a cost reimbursable Subaward, as described above, to Subrecipient. The statement of work and budget for this Subaward are as shown in **Attachment 5**. In its performance of the Subaward work, Subrecipient shall be an independent entity and not an employee or agent of the Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient quarterly for allowable costs. Itemized invoices shall be submitted using Subrecipient’s standard invoice not later than 30 days after quarter’s end. At a minimum, invoice shall include current and cumulative costs (including cost-sharing), Purchase Order (PO) number, and certification of truth as to accuracy of invoice. *Invoices that do not reference Prime Recipient’s Purchase Order Number shall be returned to Subrecipient.* It is understood that no substantial variations will be made in the budget without prior written approval by the Prime Recipient. Invoices and questions concerning invoice or receipt payments should be directed to the appropriate party’s **Administrative** as shown in **Attachment 3A & 3B**.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked “**Final**” must be submitted to Prime Recipient’s **Administrative Contact**, as shown in **Attachment 3A & 3B** not later than **thirty (30)** days after Subaward end date. The final statement of costs shall constitute Subrecipient’s final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this Subaward should be directed to the appropriate party’s **Principal Investigator**, as shown in **Attachment 3A & 3B**. Reporting requirements are as shown in **Attachment 4**.
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions or amounts tied cited in this Subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party’s **Administrative Contact**, as shown in **Attachment 3A & 3B**. Any such changes made to this Subaward agreement require the written approval of each party’s **Authorized Official**, as shown in **Attachment 3A & 3B**.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law.
- 8) Either party may terminate this agreement with thirty (30) days written notice to the appropriate party’s **Administrative Contact**, as shown in **Attachment 3A & 3B**. Prime Recipient shall pay Subrecipient for termination costs as allowable under 2CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 9) No-cost time extensions require the approval of the Prime Recipient. Any requests for a no-cost time extension should be addressed to and received by the Prime Recipient’s **Administrative Contact**, as shown in **Attachment 3A & 3B**, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the provisions of the Prime Award and other special terms and conditions, as identified in **Attachments 2 & 6**.
- 11) This Subaward, including any referenced attachments, appendices and references, constitutes the entire Subaward and supersedes any other written or oral representations, statements negotiations, or agreements.
- 12) By signing below Subrecipient makes the certifications and assurances shown in **Attachments 1 & 2**. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements.

By an Authorized Official of Prime Recipient:  _____ Name: Kacie Flynn Title: Executive Director	By an Authorized Official of Subrecipient:  _____ Name: Title:
Date	Date

**ATTACHMENT 1**  
**Certifications and Assurances**

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

**CERTIFICATION REGARDING LOBBYING**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

**TITLE 2 CFR ASSURANCE**

Subrecipient assures Prime Recipient that it complies with the Code of Federal Regulations Title 2: Grants and Agreements PART 200, and that it will notify Prime Recipient of completion of required audits and of any adverse findings, which impact this subcontract.

**DAVIS-BACON AND RELATED ACTS**

If applicable, by signing this Agreement, Subrecipient certifies that it complies with the Davis-Bacon act and warrants proper wages are applied to federally-funded or assisted construction projects.

**ANTI-DISCRIMINATION / EQUAL OPPORTUNITY COMPLIANCE**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation.

## ATTACHMENT 2

### Prime Award and Special Terms and Conditions

#### PRIME AWARD

*All references to the Humboldt State University Sponsored Programs Foundation and its variants, Awardee, Grantee, Recipient, etc. in the Prime Award shall mean the Subrecipient. Prime Award included in **Attachment 6**.*

#### SPECIAL TERMS AND CONDITIONS

- 1) Without limiting the parties' indemnification, Subrecipient warrants that it has and will maintain Workers' compensation insurance coverage as required by the State of California, with Statutory Limits; General Liability insurance of not less than one million dollars (\$1,000,000), and Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
- 2) Subrecipient agrees to maintain and preserve all records relative to this Agreement, for three (3) years after termination. Subrecipient agrees to permit Prime Recipient's duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this Agreement. Furthermore, all records related to this Agreement shall be reasonably available for inspection by the State of California pursuant to Government Code § 8546.7 which states in pertinent part: "...every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, ... or by any other public entity, including a city, county..., shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract."
- 3) This Agreement and any disputes concerning it shall be interpreted under the laws of the State of California.

#### INTELLECTUAL PROPERTY

- 1) Prime Recipient and Subrecipient both shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all original writings, sound recordings, pictorial reproductions, drawings, computer programs, and other works of similar nature produced in the course of or under this Agreement. Subrecipient agrees to deliver a reproducible copy of such documents and materials to the Prime Recipient on completion of the services required in this Agreement.

**ATTACHMENT 3A**  
**Prime Recipient Contacts**

**INSTITUTION/ORGANIZATION (“PRIME RECIPIENT”)**

**Humboldt State University Sponsored Programs Foundation**  
1 Harpst Street  
Arcata CA 95521-8222

**ADMINISTRATIVE CONTACT**

Name: Sam Caudill  
Address: 1 Harpst Street  
Arcata, CA 95521-8222  
Phone: (707) 826-5167  
Fax: (707) 826-4783  
Email: [sam.caudill@humboldt.edu](mailto:sam.caudill@humboldt.edu)

**PRINCIPAL INVESTIGATOR**

Name: Ronald Swartz  
Address: 1 Harpst Street  
Arcata, CA 95521-8222  
Phone: (707) 826-4562  
Fax: (707) 826-4783  
Email: [rjs19@humboldt.edu](mailto:rjs19@humboldt.edu)

**FINANCIAL CONTACT**

Name: Accounts Payable  
Humboldt State University  
Address: 1 Harpst Street  
Arcata, CA. 95521  
Telephone: 707-826-3512  
Fax: 707-826-3312  
Email: [accountspayable@humboldt.edu](mailto:accountspayable@humboldt.edu)

**AUTHORIZED OFFICIAL**

Name: Kacie Flynn  
Address: 1 Harpst Street  
Arcata, CA 95521-8222  
Phone: (707) 826-4189  
Fax: (707) 826-4783  
Email: [Kacie.Flynn@humboldt.edu](mailto:Kacie.Flynn@humboldt.edu)



## ATTACHMENT 3B – PART ONE

### Subrecipient Contacts

#### INSTITUTION/ORGANIZATION (“SUBRECIPIENT”)

##### Humboldt County Department of Health and Human Services

Social Services - CWS

2440 Sixth Street, Eureka, CA 95501

[PHONE] 707-388-6710

[FAX] 707-445-6254

[EIN] 94-6000513

[INSTITUTION TYPE] Government Agency

DUNS No.: 793165098

Parent DUNS No.:

Congressional District:

Other Congressional:

- Is the Performance Site the Same Address As Above?  Yes  No
- If NO, is the Performance Site the same as the PI address below?  Yes  No
- If NO to the both questions, please complete ATTACHMENT 3B-PART TWO (if ARRA funding use ATTACHMENT 4)

- Is the Subrecipient currently registered in SAM?  Yes  No
- If NO, please complete ATTACHMENT 3B-PART TWO (if ARRA funding use ATTACHMENT 4)

#### ADMINISTRATIVE CONTACT

Name: Trevis Green, DHHS Deputy Director- Finance

Address: 507 F Street  
Eureka, CA 95501

Phone: 707-441-5422

Fax: 707-441-5590

Email: [tgreen@co.humboldt.ca.us](mailto:tgreen@co.humboldt.ca.us)

#### PRINCIPAL INVESTIGATOR

Name: Leslie Abbott, Staff Services Manager

Address: 507 F Street  
Eureka, CA 95501

Phone: 707-441-5421

Fax: 707-441-5590

Email: [labbott@co.humboldt.ca.us](mailto:labbott@co.humboldt.ca.us)

#### FINANCIAL CONTACT

Name: Judy Taylor, Staff Services Analyst - Finance

Address: 507 F Street  
Eureka, CA 95501

Phone: 707-441-5421

Fax: 707-441-5590

Email: [jgtaylor@co.humboldt.ca.us](mailto:jgtaylor@co.humboldt.ca.us)

#### AUTHORIZED OFFICIAL

Name: Paul Sheppard, DHHS – Assistant Director

Address: 507 F Street  
Eureka, CA 95501

Phone: 707-441-5400

Fax: 707-441-5590

Email: [psheppard@co.humboldt.ca.us](mailto:psheppard@co.humboldt.ca.us)

**ATTACHMENT 3B – PART TWO**

**Subrecipient Place of Performance and Highest Compensated Officers**

**INSTITUTION/ORGANIZATION (“SUBRECIPIENT”) / PLACE OF PERFORMANCE**

**Humboldt County Department of Health and Human Services**

Social Services - CWS

2440 Sixth Street, Eureka, CA 95501

[PHONE] 707-388-6710

[FAX] 707-445-6254

[CONGRESSIONAL DISTRICT]

[EMAIL]

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if:

- (i) The entity in the preceding fiscal year received –
  - a. 80 percent or more of its annual gross revenues in Federal Awards (federal contracts (and subcontracts), loans, grants, (and subgrants) and cooperative agreements); AND
  - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 1604 of the Internal Revenue Code of 1986.

Is the Subaward entity exempt from reporting executive compensation?     \_\_ Yes     \_\_ No

**Officer 1 Name:**

**Officer 1 Compensation:**

**Officer 2 Name:**

**Officer 2 Compensation:**

**Officer 3 Name:**

**Officer 3 Compensation:**

**Officer 4 Name:**

**Officer 4 Compensation:**

**Officer 5 Name:**

**Officer 5 Compensation:**

**ATTACHMENT 4**  
**Additional Reporting Requirements**

Subrecipient will report on status of work completed at bimonthly meetings with the HSU Department of Social Work and will complete an evaluation of student performance at the end of the internship.

**ATTACHMENT 5**  
**Scope of Work and Budget**

Subrecipient will:

1. Develop fieldwork sites for students that focus on the delivery of the CalSWEC Title IV-E competencies and field curriculum.
2. Identify, develop, and provide on-site training, seminars, and other field work support for field instructors, preceptors, students and current agency employees to enhance the field work placement experience.
3. Serve as liaison between the school and public child welfare agency to integrate seminar content with field instruction content.
4. Monitor student progress in their field placement sites
5. Oversee the development of appropriate educational placements and learning plans
6. Monitor the experiences in the agency using the field instruction inventory
7. Participate in field instructor development and matching of students for placement assignment

Subrecipient's work will be completed at Humboldt County Department of Health and Human Services - Child Welfare Services.

Subrecipient will meet with students on a weekly basis.

**Budget and Payment Terms:**

Subawardee will submit itemized invoices for costs incurred on a quarterly basis, not to exceed \$50,000, to be submitted no more than 30 days after the quarter's end.

**ATTACHMENT 6**

**Prime Award**

Prime Award begins on following page.

AGREEMENT No.: 00009896

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

And

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

THIS AGREEMENT is between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the Berkeley campus, referred to herein as ("Berkeley"), and the California Social Work Education Center ("CalSWEC"), a unit of the Berkeley School of Social Welfare, and HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION referred to herein as ("SCHOOL" or "Subawardee"), collectively referred to hereinafter as (the "Parties").

WHEREAS, Berkeley, represented by CalSWEC has received funding for a Project entitled "CalSWEC Title IV-E Stipend" from the State of California Department of Social Services hereinafter referred to as ("CDSS") assigned Contract No. 18-3028, hereinafter referred to as ("Prime Contract") to increase the complement of professional child welfare workers in California with Masters and Bachelors of Social Work by providing: (1) an appropriate educational program through an approved competency-based child welfare curriculum; and (2) monetary support to Students in participating Schools. Priority for monetary support will be given to current staff members in qualifying social services agencies who meet admission requirements for academic social work programs, and to applicants who reflect the diverse client populations currently served by public child welfare in California.

*Pass through*

Whereas, Federal and State regulations governing the use of Title IV--E funds for education can be found in the Code of Federal Regulations (CFR) (Title 45 CFR Sections 1356.60 and Title 45 CFR Sections 235.60 through 235.66) and Department of Social Services County Fiscal Letter (CFL) No. 91/92-01. CFDA No.: 93-658, CFDA Program Title: Foster Care Title IV;

WHEREAS, Berkeley's proposal to CDSS contemplated the involvement of SCHOOL and

WHEREAS, SCHOOL is willing and able to participate in this program,

NOW THEREFORE, the Parties hereto agree as follows:

**ARTICLE I. STATEMENT OF WORK**

A. SCHOOL Scope of Work is incorporated herein as Appendix B. SCHOOL shall implement a program of financial aid for students identified therein.

For the period of performance under this Agreement, SCHOOL shall provide the following:

Program	F/T MSW	F/T BASW	P/T Students
Number of Students	20	4	31



- B. SCHOOL will execute the Title IV-E Social Work Student Contract for full- and/or part-time students with each of its students for each year in which they are eligible to participate in the program. SCHOOL may set its own limits regarding the period of repayment, collection agency, and percent of interest, within the terms specified in the **Appendix A Prime Contract** and as established by Berkeley. The original Student Contracts shall be kept on file at each SCHOOL.

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CONTRACT

## ARTICLE II. PERIOD OF PERFORMANCE

The authorized performance period is from **July 1, 2018** through **June 30, 2020**. Funds are currently allocated for **FY 18-19** through **June 30, 2019**. Future years funding will be by Amendment to this Agreement.

## ARTICLE III. FUNDING CONSIDERATION

- A. Berkeley will reimburse SCHOOL based on the budget that is incorporated herein and made part of this Agreement as **Appendix B** shown in the **Table below**. The amount of funds obligated is the Total funding by Fiscal Year in table below. This amount shall not be exceeded unless this Agreement is amended to add additional funds.

Fiscal Year (FY)	Direct Costs	Indirect Costs	Total funding by Fiscal Year	Committed Match by FY	Total Program Cost including Match by FY
<b>FY 18-19</b>	<b>\$2,156,943</b>	<b>\$193,179</b>	<b>\$2,350,122</b>	<b>\$729,036</b>	<b>\$3,079,158</b>

- B. SCHOOL'S Match Letter is incorporated and made a part of this Agreement in **Appendix B**.

## ARTICLE IV. BUDGET REVISIONS

Any budget revisions shall be in accordance with Appendix A Prime Contract, Exhibit C -Section 14 and requires prior written approval from Berkeley and may also require Amendment to this Agreement in accordance with Changes Article.

- A. Prior Approval - SCHOOL shall seek prior approval of Berkeley if the following changes are required whether or not the change has a budgetary impact. **Changes to 1) and 2) will require an Amendment to the Agreement.**

- 1) Change in Scope of Work
- 2) Change in Key Personnel
- 3) Inclusion of restricted use data or copyrighted works in Deliverables
- 4) Travel not included in the approved Budget
- 5) Equipment not included in the approved Budget
- 6) Computer (or theft sensitive equipment) not included in the approved Budget

- B. Budget Flexibility - Budget revisions between identified budget categories in cost reimbursement agreements that are within the total contract amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 10% of each annual budget amount or \$10,000, whichever is less, is allowed with approval of Berkeley, and documented on Appendix B - Budget.



2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget requires Berkeley prior approval and may require a formal amendment to this Agreement.

3. Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this Agreement are not allowed.

C. Notwithstanding the above provisions, Berkeley will obtain CDSS approval, if necessary.

#### ARTICLE V. PAYMENT AND INVOICING

A. SCHOOL shall bill Berkeley for actual costs incurred in the performance of this Agreement not previously billed in accordance with the invoicing schedule and instructions, located in the 2018-19 Title IV-E Stipend Program Guide at: <https://calswec.berkeley.edu/programs-and-services/title-iv-e-stipend-program/title-iv-e-campus-program-guide-and-competencies>.

B. Invoice templates shall be provided by the CalSWEC Fiscal Administrator personalized for use by SCHOOL, will include the Berkeley Purchase Order Number, and be sent to each SCHOOL'S Financial Contact named in Appendix C prior to the first invoice submission date. Only these templates may be used by SCHOOL to submit invoices for reimbursement. Only the line items in the personalized invoice may be billed. SCHOOL is not to add any additional line items or change the existing line items in any manner.

C. Invoices are due on the following dates:

Quarter 1 & 2 (July - December): January 31, 2019

Quarter 3 (January - March): April 30, 2019

Quarter 4 (April - June): August 15, 2019

D. Signed invoices and backup documentation must be emailed to CalSWEC Fiscal Administrator Faiza Azgui at [faiza@berkeley.edu](mailto:faiza@berkeley.edu), no later than each invoice submission date. Original signed invoices are not required.

All questions regarding financial reporting and payment of invoices shall be sent to:

**CalSWEC Administrative Contact:**

Ying Yan (Mavis) Njoo-Lau, Finance Director

California Social Work Education Center (CalSWEC)

Telephone: 510-643-9808

Email: [mavisnjoo@berkeley.edu](mailto:mavisnjoo@berkeley.edu)

E. Berkeley shall not be obligated to reimburse SCHOOL for costs until services have been satisfactorily rendered and SCHOOL has submitted an accurate invoice to Berkeley.

F. The Final Invoice, clearly marked "Final", must be received no later than forty-five (45) days after the end date of this Agreement, as shown in Article II. The final invoice shall include the following certification: "Payment of this Final Invoice shall constitute complete satisfaction of all of Berkeley's obligations under this agreement and SCHOOL releases and discharges Berkeley from all further claims and obligations for payment hereunder."

G. Funds not expended during the Period of Performance will revert to Berkeley unless prior approval has been obtained for their use. If the Final Invoice cannot be submitted within the

Budget Flex

invoicing



forty-five (45) day period, the SCHOOL shall notify the CalSWEC Finance Director named on **Appendix D** immediately, indicating the reason for the delay; otherwise, funds may not be available to the SCHOOL due to the closeout of the Prime Contract.

- H. Nothing herein contained shall preclude a ten-percent payment withhold pursuant to Section 10346 of the Public Contract Code. Should State determine that Section 10346 of the Public Contract Code requires a payment withhold, Berkeley will retain the final ten percent (10%) of the Agreement amount while paying the entire amount of approved invoices for the first ninety percent (90%) of the Agreement amount. In addition, Berkeley agrees to make full payment, or where applicable, to release any retained funds, upon completion of tasks that are considered separate and distinct (i.e., the task is a stand-alone piece of work and could be completed without the other tasks)

I.

*PLEASE NOTE: Payments will be withheld until the prime recipient receives evidence of insurance as required by the terms of the agreement in the Insurance Article.*

## ARTICLE VI. PROJECT MANAGEMENT

### A. KEY PERSONNEL

BERKELEY Principal Investigator and CalSWEC Executive Director **Virginia Rondero Hernandez** is responsible for overall conduct of the agreement.

SCHOOL Principal Investigator **Marissa O'Neill** is considered critical to the performance of this Agreement; no substitution may be made by SCHOOL without the prior written approval of Berkeley Principal Investigator and amendment to this Agreement.

B. CalSWEC Title IV-E Program Director is **Carolyn Shin**, Telephone: (669) 500-0256, Email [cshin@berkeley.edu](mailto:cshin@berkeley.edu)

C. SCHOOL Organizational Contacts are named on **Appendix C** attached.

D. CALSWEC Organizational Contacts are named in **Appendix D** attached.

## ARTICLE VII. COST/ADMINISTRATIVE PRINCIPLES

A. SCHOOL shall administer this Agreement in accordance with 2 CFR Part 200 <http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.200&rgn=div5> Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance

B. Costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP).

C. SCHOOL shall reimburse travel in accordance with the terms in **Exhibit C**, Section 13. Travel not identified in Appendix B requires prior approval in accordance with Section 13. C. in Exhibit C. Requests for travel requiring approval, including out-of-state travel must be submitted to CalSWEC Title IV-E Program Director named in Article VI. B of this Agreement, sixty (60) days in advance of travel to secure this authorization.



- D. SCHOOL shall comply with all fiscal and budgetary requirements, policies, and procedures as outlined in the 2018-19 Title IV-E Stipend Program Guide at: <https://calswec.berkeley.edu/programs-and-services/title-iv-e-stipend-program/title-iv-e-campuses-program-guide-and-competencies>

## ARTICLE VIII. REPORTS

- A. SCHOOL shall provide reports according to the guidelines shown in Appendix A requested by the Program Director named below including Annual program reports are due to Title IV-E Program Director Carolyn Shin no later than August 15<sup>th</sup> each year.

Carolyn Shin, LCSW  
Director, Title IV-E Stipend Program  
California Social Work Education Center (CalSWEC)  
University of California, Berkeley  
School of Social Welfare  
120 Haviland Hall  
Berkeley, CA 94720-7400  
Phone: (510) 859-7685  
Email: [cshin@berkeley.edu](mailto:cshin@berkeley.edu)

- B. CSIS current enrollment reports will be due by each invoice submission deadline located in the 2018-19 Title IV-E Stipend Program Guide at: <https://calswec.berkeley.edu/programs-and-services/title-iv-e-stipend-program/title-iv-e-campuses-program-guide-and-competencies>. In addition, CSIS database updates on the repayment backlogs will be due with each invoice submission.

## ARTICLE IX. STUDENT REPAYMENT AND COLLECTIONS

- A. SCHOOL will develop, according to Berkeley guidelines, appropriate mechanisms to monitor student compliance with stipend and/or support requirements repayment demands. Each School will reimburse CalSWEC with any Student monetary repayments by invoice adjustment. Each School is responsible for making a good faith effort to collect monetary repayments and make appropriate invoice adjustments to CalSWEC. The Parties to any contract resulting from this proposal understand that the minimum activity that constitutes a "good faith effort" shall include the following:

- i. The School shall make reasonable efforts to identify in a timely manner when a Student may be required to enter monetary repayment per federal regulations, the Student requirements of the Title IV-E prime contract, this Agreement, and/or Student Contract.
- ii. Upon identification of a Student who may be required to enter monetary repayment, the School, in consultation with CalSWEC, shall determine in a timely manner whether the Student is exempt from a duty to make monetary repayment of funds received by the Student under his or her Student Contract pursuant to Title 45 CFR 235.63 (b ). If the Student is exempt from monetary repayment, the School shall document the basis for the exemption and close its account relative to the Student's Contract.
- iii. If a Student is required to enter monetary repayment and does not promptly establish a repayment plan upon initial notification, School must make and document at least three communication attempts within the first year to notify Student that monetary repayment is required and to establish a repayment plan. At least one of these three communication attempts must be by certified letter. Additional acceptable communication attempts may include: certified letters; emails; text messages; phone calls. All attempts must be documented. If a repayment plan is not established in the first year, or if, at any time, Student



- in monetary repayment stops making payments and becomes unresponsive, School shall make and document reasonable collection efforts.
- iv. School and Student shall agree upon the terms of a monetary repayment plan that includes the expected period to full repayment, and interest and additional fees, if applicable.
  - v. School shall oversee and report monetary repayment collection efforts for the period to full repayment and per all other monetary repayment agreements established between the parties.
  - vi. Collection activities by the School or designee shall be ongoing until such time as funds are repaid in full or until such time as further collection efforts are prohibited by law.
  - vii. Each School will reimburse CalSWEC with any Student monetary repayments by invoice adjustment. The total amount of recovered funds from Student(s) in monetary repayment shall be subtracted by the School from the current invoices submitted to CalSWEC. School may invoice administrative costs incurred in connection with collection of debts owed by a Student who is in monetary repayment, where the funds for payment(s) made under that Student Contract were funds allocated under previous contracts.

B. CalSWEC will absolve the School of any responsibility for collection of monetary repayment from unresponsive Students based on documentation of School's exhaustive efforts to locate, contact, and collect monetary repayment after the time limits set forth in Article IX.A.i.-vii. above. In situations where School's collection responsibilities are absolved under this paragraph, the CDSS would then have the option to assume the collection process, or uphold the School's and CalSWEC's closing of the monetary repayment collection process.

#### ARTICLE X. AUDIT

**Audit:** SCHOOL agrees that Berkeley, the awarding State agency, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. SCHOOL agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Appendix A Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SCHOOL agrees to comply with the Audit requirements in Subpart F of the **Uniform Guidance 2 CFR Part 200**. SCHOOL further agrees to provide Berkeley with copies of any of the independent auditor's reports which present instances of non-compliance with Federal laws and regulations and which bear directly on the performance or administration of this Agreement. Furthermore, SCHOOL shall identify all audit findings which are related specifically to the performance or administration of this Agreement. In cases of such non-compliance, the SCHOOL shall also provide copies of responses to auditor's reports and a plan for corrective action. All reports prepared in accordance with the requirements of Uniform Guidance, shall be available for inspection by representatives of Berkeley and the Auditor General of the State of California during normal business hours.

In the event that any payment made to SCHOOL is determined on the basis of an audit to be unallowable, SCHOOL shall promptly refund the unallowable amount to Berkeley upon demand.

**Record Retention:** All records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries pertinent to this Agreement, shall be made available to Berkeley and the Auditor General of the State of California upon its request and shall be retained by SCHOOL for a period of three (3) years from the date of submission of the final expenditure report, except that records pertaining to any allegation

of scientific misconduct or investigation, appeal, administrative proceeding, or litigation, claim, or audit is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or acceptance by CDSS of a final report pertaining thereto.

## ARTICLE XI. TERMINATION AND SUSPENSION

In the event CDSS terminates Berkeley's Agreement with or without cause and upon thirty (30) calendar days written notice to Berkeley of the cause for termination. Berkeley shall immediately provide written notice to SCHOOL of termination by CDSS. Upon receipt of Berkeley's notice of termination, SCHOOL shall take reasonable efforts to limit or terminate all financial commitments and will not incur new obligations under this Agreement, in accordance with Exhibit C, Section(s) 7 and 14. Berkeley shall reimburse SCHOOL for costs incurred up to the effective date of termination and for costs incurred due to non-cancellable obligations, up to the undisbursed balance of funds authorized in this Agreement not to exceed the amount in Article III of this Agreement.

A. Berkeley may terminate this Agreement with or without cause upon thirty (30) calendar days written notice to the SCHOOL. Upon receipt of Berkeley's notice of termination, SCHOOL shall take reasonable efforts to limit or terminate all financial commitments and will not incur new obligations under this Agreement. In accordance with the Invoice Provision in Exhibit C, Berkeley shall reimburse SCHOOL for costs incurred up to the effective date of termination and for costs incurred due to Non-cancellable Obligations, up to the undisbursed balance of funds authorized in Article III.

B. SCHOOL may terminate this Agreement for Good Cause upon thirty (30) calendar day's advanced written notice to Berkeley of the cause for termination. Such termination shall be effective as of the date of receipt and acceptance of such notice when delivered to the Berkeley Authorized Official in Article V. All financial commitments and new obligations under this Agreement except for costs incurred due to non-cancellable obligations in accordance with the Invoice Provision in Exhibit C, up to the effective date of termination are reimbursable up to the undisbursed balance of funds authorized in Article III.

C. Good Cause is defined as impossibility of performance or frustration of purpose. Good cause does not include material breach or termination for convenience.

D. In the case of early termination, SCHOOL will submit, within sixty (60) days of the termination date, an invoice and a report covering services up to the termination date. Any Deliverable as described in this Agreement, that is fully or partially completed up to the termination date (work product), will be provided to Berkeley.

E. Upon receipt of the invoice, progress report, data, and work product, a final payment will be made to SCHOOL. This payment shall be for all costs incurred in accordance with this Agreement, and shall include labor and materials purchased or utilized (including all Non-cancellable Obligations) up to the termination date, and pro rata share of indirect costs as specified in the approved budget in effect at the time of termination.

F. If either Party notifies the other of a material breach, the breaching Party will have fifteen (15) calendar days to respond with a remedy to correct the breach. The receiving Party has fifteen (15) calendar days to accept or reject the proposed remedy or offer an alternative remedy. Upon approval of the proposed remedy, the breaching Party has thirty (30) calendar days to implement the cure. In the event the breaching Party does not cure the breach within the thirty-day period, the non-breaching



Party may terminate for cause immediately upon written notice. All notifications, acceptances, and or rejections must be submitted in writing.

## ARTICLE XII. NOTICES

Any notices to be given under the terms and conditions of this Agreement shall be submitted to the following named officials. For SCHOOL requests for approval requiring an Amendment to the Agreement refer to Changes Article.

### For Berkeley:

Authorized Official:

Angela R. Ford, Associate Director  
Sponsored Projects Office  
University of California, Berkeley  
1608 Fourth Street, Suite 220  
Berkeley, CA 94710-5940  
Phone: (510) 642-8117  
Email: [subcontracts@berkeley.edu](mailto:subcontracts@berkeley.edu)

### For SCHOOL:

Authorized Official

Kacie Flynn, Executive Director  
Humboldt State University Sponsored Programs  
P.O. Box 1185, 1 Harpst Street  
Arcata, CA 95521-8299  
Phone: (707) 826-5159  
Email: [Kacie.flynn@humboldt.edu](mailto:Kacie.flynn@humboldt.edu)

## ARTICLE XIII. PRIME CONTRACT TERMS AND CONDITIONS

A. SCHOOL is subject to the terms and conditions of the **Prime Contract No.: 18-3028** incorporated herein by reference and attached as **Appendix A**. Sections shown in paragraph B named below are applicable to SCHOOL. The terms as used therein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used. Articles in this Agreement supersede Sections in **Appendix A** with the same name.

All references in Appendix A to the term "University" shall mean "SCHOOL", and "State" and "State Authorized Official" shall mean "Berkeley" and "Berkeley Authorized Official". Notwithstanding the foregoing, in certain clauses the term "University" and "State" may retain its original meaning.

B. SCHOOL is subject to the following Sections of Exhibit C in Prime Contract Appendix A.

5. Conflict of Interest, only A. and C.
8. Confidential Information
11. Subawards
12. Budget Contingency
13. Travel
14. Payment and Invoicing, only D. Program Income
18. Data Rights
19. Copyrights
20. Use of Name and Publicity



- 21. Access to State Facilities or Computing Systems
- 24. Force Majeure
- 25. Nondiscrimination
- 27. Severability

C. Where prior approval is required from the State, such approval shall be sought from Berkeley.

D. In the event of any conflicting terms between this Agreement and Appendix A this Agreement will supersede and govern.

E. Additional forms applicable to specific SCHOOL incorporated by reference are posted in the 2018-19 Title IV-E Stipend Program Guide at: <https://calswec.berkeley.edu/programs-and-services/title-iv-e-stipend-program/title-iv-e-campus-program-guide-and-competencies>

Forms include the following:

1. 2018-19 Title IV-E Social Work Student Contract
2. Invoice Workbook and Instructions

#### ARTICLE XIV. MUTUAL INDEMNIFICATION

Berkeley shall defend, indemnify, and hold SCHOOL its officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Berkeley, its officers, agents, or employees.

SCHOOL shall defend, indemnify, and hold Berkeley, its officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, agents, or employees.

#### ARTICLE XV. LIABILITY

A. The contracting CSU Auxiliary Organization (Auxiliary)<sup>1</sup> shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Auxiliary, its respective officers, agents or employees.

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<sup>1</sup> CSU Auxiliary Organization: A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 (5 CCR § 42500).



B. If the SCHOOL (University<sup>2</sup>) provides funds to any third party ("Subcontractor"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the SCHOOL (University) shall first enter into a written agreement with each Subcontractor by which the Subcontractor agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subcontractor's performance under its agreement with the SCHOOL (University), but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subcontractor's, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the SCHOOL (University).

## ARTICLE XVI. INSURANCE

SCHOOL shall maintain at its expense, during the period of this Agreement, insurance or an equivalent form of self-insurance acceptable to Berkeley in terms as follows:

1. Commercial General Liability (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$2,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability (Minimum Limits) for owned, scheduled, non-owned or hired automobiles with combined single limit of not less than \$1,000,000 per occurrence.

3. Workers' Compensation Coverage per statutory limits.

4. The Commercial General Liability and Business Automobile Liability coverages referred to shall include The Regents of the University of California as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of SCHOOL, its officers, employees, and agents. SCHOOL upon the execution of this Agreement shall furnish the Berkeley with certificates of insurance evidencing compliance with all requirements. Subgrantee shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to the Berkeley's Authorized Institutional Official of any material modification, change, or cancellation of the above insurance coverages.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Berkeley and the SCHOOL against other insurable risks relating to performance of this Agreement.

6. The coverages required under this Article shall not in any way limit the liability of the SCHOOL.

<sup>2</sup> University, as defined in Exhibit C, University Terms and Conditions (UTC-MYY): The California State University campus or auxiliary or the University of California system, as represented by the specific campus identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.



7. Certificates of Insurance naming The Regents of the University of California as additional insured referencing this Agreement Number and period of performance shall be emailed to [subcontracts@berkeley.edu](mailto:subcontracts@berkeley.edu)

## ARTICLE XVII. DISPUTE RESOLUTION

A. Berkeley and the SCHOOL's Principal Investigator shall attempt to informally resolve any disputes under this agreement.

B. If either Party determines that the dispute cannot be informally resolved, either Party may submit to the other Party in writing a description of the dispute and the desired outcome to respective Party's officials named in the Notices Article in this Agreement.

C. Berkeley Authorized Official, named in Article XII, or designee and the SCHOOL's Authorized Official or designee shall meet to review the issues. A written decision signed by the Party receiving the notice of dispute shall be returned to the other Party within thirty (30) working days of the receipt of the notice of dispute, or as otherwise agreed between the Parties, in writing.

D. If both Parties cannot agree upon a resolution after following the processes described in this Agreement, both Parties retain the right to bring a lawsuit or seek any other legal or equitable remedy either Party may have.

E. Pending the final resolution of any dispute arising under this Agreement, SCHOOL agrees to diligently proceed with the performance of this Agreement, including the delivery of goods or the provision of services or research in accordance with the terms of this Agreement, unless the dispute involves the SCHOOL's continued performance under this Agreement. The SCHOOL's failure to diligently proceed in accordance with the Berkeley's instructions shall be considered a material breach of this Agreement. Berkeley agrees to continue payment for costs not under dispute.

F. If payment for services performed by SCHOOL is part of the dispute, to the extent it is legally able to do so, Berkeley will ensure that funds remain available for this purpose and do not revert prior to the conclusion of the dispute resolution process.

G. This dispute resolution process does not preclude either Party from exercising its right to terminate this Agreement pursuant to Article XI.

## ARTICLE XVIII. ORDER OF PRECEDENCE

A. This Agreement is the entire understanding between the Parties with respect to the subject matter herein and supersedes any prior agreements, understandings, negotiations, representations and discussions with respect thereto.

B. This Agreement shall be interpreted and governed by applicable federal laws and State of California laws. Any inconsistency or conflict in terms specified in this Agreement shall be resolved by giving precedence in the following order:

- a. this Agreement;
- b. Appendix A
- c. Appendix B

C. In the event of a conflict between the Appendix A Sections accepted by SCHOOL as part of this



Agreement, the terms and conditions of this Agreement shall govern.

**ARTICLE XIX. AMENDMENTS**

Any request for changes to this Agreement must be submitted to the Berkeley Authorized Official named in Article XII.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.**

HUMBOLDT STATE UNIVERSITY  
SPONSORED PROGRAMS FOUNDATION  
("SCHOOL")

SCHOOL Authorized Official

By: 

Name: Kacie Flynn

Title: Executive Director

Date: 1/22/2019

FOR THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA  
("Berkeley")

Berkeley Authorized Official

By: 

Name: Angela R. Ford

Title: Associate Director

Sponsored Projects Office

Date: 1/22/2019

Attachments:

Appendix A – Prime Contract and UTC 518

Appendix B – SCHOOL Scope of Work; Budget; Budget Justification and Match Letter

Appendix C – SCHOOL Contact List

Appendix D – CalSWEC Contact List

Appendix A

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 05/18)

AGREEMENT NUMBER  
**18-3028**  
 REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
 California Department of Social Services, hereinafter referred to as "State"  
 CONTRACTOR'S NAME  
 The Regents of the University of California, Berkeley, hereinafter referred to as "University"
- The term of this Agreement is: July 1, 2018 through June 30, 2020
- The maximum amount of this Agreement is: \$ 78,172,644.00  
 Seventy-Eight Million One Hundred Seventy-Two Thousand Six Hundred Forty-Four Dollars and 00/100

- The Parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.
  - Exhibit A - A7 - A - Scope of Work; A1 - Deliverables; A2 - Key Personnel; A3 - Authorized Representatives; A4 - Use of Intellectual Property; A5 - Resumes/Biosketch; A6 - Current & Pending Support 23 pages
  - Exhibit B - B - Budget; B1 - Budget Justification; B3 - Invoice Elements 22 pages
  - Exhibit C\* - University Terms and Conditions UTC-518

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

  - Exhibit D - Additional Requirements Associated with Funding Sources 1 page(s)
  - Exhibit E - Special Conditions for Security of Confidential Information 1 page(s)  
 Exhibit E, Attachment 1 - The California Department of Social Services Confidentiality And Information and Security Requirements Training - V 2017 08 6 pages
  - Exhibit F - Access to State Facilities or Computing Resources page(s)
  - Exhibit G - Negotiated Alternate UTC Terms page(s)

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 <http://www.dss.ca.gov/ols/Resources/ModelContractLanguageUniversities.aspx>.

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)  
 The Regents of the University of California, Berkeley

BY (Authorized Signature) *[Signature]* DATE SIGNED (Do not type) *7/15/18*

PRINTED NAME AND TITLE OF PERSON SIGNING  
 Jyl Baldwin, Associate Director, Sponsored Projects Office

ADDRESS  
 1608 4th Street, Suite 220 94710  
 2150 Shattuck Avenue, Suite 300 Berkeley, California 94704-5940

**STATE OF CALIFORNIA**

AGENCY NAME  
 California Department of Social Services

BY (Authorized Signature) *[Signature]* DATE SIGNED (Do not type) *8/1/18*

PRINTED NAME AND TITLE OF PERSON SIGNING  
 Kären Dickerson, Deputy Director, Administration Division

ADDRESS  
 744 P Street, MS 8-14-747, Sacramento, California 95814

California Department of General Services Use Only

**APPROVED**

Exempt per: *[Signature]*

PRIME



STATE OF CALIFORNIA

**Exhibit A – Scope of Work**

<b>Project Summary &amp; Scope of Work</b>
--

Contract       Grant

**PI Name:**      **Dr. Virginia Rondero Hernandez**

**Project Title:**      CalSWEC Title IV-E Stipend

**Project Summary/Abstract**

*Briefly describe the long-term objectives for achieving the stated goals of the project.*

This project will increase the complement of professional child welfare workers in California with Masters and Bachelors of Social Work by providing: (1) an appropriate educational program through an approved competency-based child welfare curriculum; and (2) monetary support to Students in participating Schools. Priority for monetary support will be given to current staff members in qualifying social services agencies who meet admission requirements for academic social work programs, and to applicants who reflect the diverse client populations currently served by public child welfare in California. These Students commit to work for a period of time for Qualifying Agencies in an amount at least equal to the period of time financial assistance is provided to them (per Title 45 CFR 235.63 (b)(1) and (5)).

**If Third-Party Confidential Information is to be provided by the State:**

- Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; **OR**
- A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

**Scope of Work**

*Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.*

**Exhibit A4 – Use of Intellectual Property**

**USE OF INTELLECTUAL PROPERTY**

*If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to data, copyrighted works, known patents, trademarks, service marks and trade secrets) "IP" with restrictions on use, then list all such IP and the nature of the restriction below. If no third-party or pre-existing IP will be used, check "none" in this section.*

**A. State: Preexisting IP to be provided to the University from the State or a third party for use in the performance in the Scope of Work.**

None or  List:

Owner (Name of State Agency or 3 <sup>rd</sup> Party)	Description	Nature of restriction:

**B. University: Restrictions in Preexisting IP included in Deliverables identified in Exhibit A1, Deliverables.**

None or  List:

Owner (Name of University or 3 <sup>rd</sup> Party)	Description	Nature of restriction:

**C. Anticipated restrictions on use of Project Data.**

*If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "None" in this section.*

None or  List:

Owner (University or 3 <sup>rd</sup> Party)	Description	Nature of Restriction:

**Exhibit B3 - Invoice Elements**  
Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 of Exhibit C - Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI (or their respective designees).

**Summary Invoice** - includes either on the invoice or in a separate summary document - by approved budget category (Exhibit B) - expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available<sup>1</sup>

- Personnel
- Equipment
- Travel
- Subawardee - Consultants
- Subawardee - Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - o TOTALDIRECT COSTS (if available from system)
- Indirect Costs
  - o TOTAL

**Detailed transaction ledger and/or payroll ledger for the invoice period** <sup>2</sup>

- - Univ Fund OR Agency Award# (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

---

<sup>1</sup> If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

<sup>2</sup> For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

**Invoicing and Payment**

Invoices shall include the Agreement Number 18-3028 and Index Code 9990 and shall be submitted in triplicate not more frequently than monthly in arrears to:

**California Department of Social Services  
744 P Street, M.S. 8-11-86  
Sacramento, CA 95814  
Attn: Katie Perry**

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.



Agreement 18-3028  
COSS/The Regents of the University, Berkeley

**Exhibit C - University Terms and Conditions**

***CMA (AB20) State/University Model Agreement Terms & Conditions 518***  
**<http://www.dgs.ca.gov/ols/Resources/ModelContractLanguageUniversities.aspx>**

**Exhibit C**  
**University Terms & Conditions**  
**UTC-518**  
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1. **Definitions**

Refer to definitions at end of document.

2. **Approval**

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

3. **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.

4. **Liability**

A. To the extent permitted by law, the University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.

B. To the extent permitted by law, the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.

C. If the University provides funds to any Subawardee, excluding any agency or department of the United States, to accomplish any of the work of this Agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

5. **Conflict of Interest**

A. Conflict of Interest

1) State intends to avoid any real or apparent conflict of interest on the part of the University, Subawardees, or employees, officers and directors of the University or Subawardee. Thus, State reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the University to submit additional information or a plan for resolving the conflict, subject to State review and prior approval.

2) Conflicts of interest include, but are not limited to:

(a) An instance where the University or any of its Subawardees, or any employee, officer, or



director of the University or any Subawardee receiving information in connection with the performance of services hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.

- (b) An instance where, in connection with the performance of services hereunder, the University's or any Subawardee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

B. Disclosure of Current and Pending Support

The University will be required to submit a completed Current and Pending Support form (Exhibit A6) to the State with its Proposal. Upon request from the State, University will submit an updated Current and Pending Support form within thirty (30) calendar days of the request from the State.

C. Evaluation

If either Party becomes aware of a known or suspected conflict of interest pursuant to paragraphs A or B above, the knowledgeable Party shall inform the other Party, and the University will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, the University will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by the State in its reasonable discretion and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the Agreement for good cause pursuant to Section 7 of this Agreement. The State may, at its discretion upon receipt of a written request from the University, authorize an extension of the timeline indicated herein.

6. Dispute Resolution

- A. The State's Contract/Program Manager and the University's Principal Investigator shall attempt to informally resolve any disputes under this agreement.
- B. If either Party determines that the dispute cannot be informally resolved, either Party may submit to the other Party in writing a description of the dispute and the desired outcome.
- C. The State's Authorized Official, as designated in Exhibit A3, or designee and the University's Director of Contracts and Grants Administration or designee shall meet to review the issues. A written decision signed by the Party receiving the notice of dispute shall be returned to the other Party within thirty (30) working days of the receipt of the notice of dispute, or as otherwise agreed between the Parties, in writing.
- D. If both Parties cannot agree upon a resolution after following the processes described in this Agreement, both Parties retain the right to bring a lawsuit or seek any other legal or equitable remedy either Party may have.

Pending the final resolution of any dispute arising under this Agreement, University agrees to diligently proceed with the performance of this Agreement, including the delivery of goods or the provision of services or research in accordance with the terms of this Agreement, unless the dispute involves the University's continued performance under this Agreement. The University's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Agreement. State agrees to continue payment for costs not under dispute.

- E. If payment for services performed by University is part of the dispute, to the extent it is legally able to



do so, the State will ensure that funds remain available for this purpose and do not revert prior to the conclusion of the dispute resolution process.

- F. This dispute resolution process does not preclude either Party from exercising its right to terminate this Agreement pursuant to Section 7.

## 7. Termination

- A. The State's Authorized Official may terminate this Agreement with or without cause upon thirty (30) calendar days written notice to the University. Upon receipt of the State's notice of termination, the University shall take reasonable efforts to limit or terminate all financial commitments and will not incur new obligations under this Agreement. In accordance with the Invoice Provision of this Agreement the State shall reimburse the University for costs incurred up to the effective date of termination and for costs incurred due to Non-cancellable Obligations, up to the undisbursed balance of funds authorized in this Agreement.
- B. The University's Authorized Official may terminate this Agreement for Good Cause and upon thirty (30) calendar days written notice to the State of the cause for termination. Upon submission of the University's notice of termination, the University shall take reasonable efforts to limit or terminate all financial commitments and will not incur new obligations under this Agreement. In accordance with the Invoice Provision of this Agreement the State shall reimburse the University for costs incurred up to the effective date of termination and for costs incurred due to Non-cancellable Obligations, up to the undisbursed balance of funds authorized in this Agreement.
- C. Good Cause is defined as impossibility of performance or frustration of purpose. Good cause does not include material breach or termination for convenience.
- D. In the case of early termination, the University will submit, within ninety (90) days of the termination date, an invoice and a report covering services up to the termination date. Any Deliverable as described in this Agreement, that is fully or partially completed up to the termination date (work product), will be provided to the State.
- E. Upon receipt of the invoice, progress report, data, and work product, a final payment will be made to the University. This payment shall be for all costs incurred in accordance with this Agreement, and shall include labor and materials purchased or utilized (including all Non-cancellable Obligations) up to the termination date, and pro rata share of indirect costs as specified in the budget (Exhibit B).
- F. If either Party notifies the other of a material breach, the breaching Party will have fifteen (15) calendar days to respond with a remedy to correct the breach. The receiving Party has fifteen (15) calendar days to accept or reject the proposed remedy or offer an alternative remedy. Upon approval of the proposed remedy, the breaching Party has thirty (30) calendar days to implement the cure. In the event the breaching Party does not cure the breach within the thirty-day period, the non-breaching Party may terminate for cause immediately upon written notice. All notifications, acceptances and or rejections must be submitted in writing.
- G. Pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, the State may issue a Suspension Notice. The Notice must identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Work charged to the State must stop immediately upon receipt of the Notice. The University retains the right to reimbursement of costs incurred to date, including non-cancellable obligations, and reserves the right to seek reimbursement through administrative or legal action.



H. The University shall include in any agreement with any subawardee retained for work under this Agreement a provision that entitles the University to suspend or terminate the agreement with the subawardee for any reason on written notice and on the same terms and conditions specified in this section.

8. **Confidential Information**

A. Protection of Personally Identifiable Information

Except as otherwise provided by law, information or data that personally identifies an individual or individuals shall be protected in accordance with California Civil Code Sections 1798, et seq., and other relevant State or Federal statutes and regulations. The Parties shall comply with California Civil Code Sections 1798, et seq. and other relevant State or Federal statutes and regulations in safeguarding all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data except as permitted by law.

B. Confidentiality of Third Party Provided Information

Third Parties may provide Confidential Information to the State or directly to the University for use by the University in the performance of the Scope of Work. Any such information will be defined by the State in the Scope of Work as "Third-Party Confidential Information" and requirements for treatment of such information will be set forth in Exhibit A, Scope of Work. In addition, such third party may also request a separate Confidential Nondisclosure Agreement (CNDA). If applicable, a CNDA for this purpose will be provided as Exhibit A7.

C. Trade Secrets

Both Parties agree that they will not provide or make accessible to either Party any third-party Trade Secrets without first informing the receiving Party and obtaining prior written consent to accept and protect such information in perpetuity or until the information disclosed under this Agreement ceases to be a Trade Secret.

D. Other Confidential Information

Any other information considered confidential by the disclosing Party will be clearly marked by the disclosing Party in writing, as "Confidential Information", and sent only to the designated representative of the receiving Party. Any confidential information conveyed orally to the receiving Party by the disclosing Party shall be followed by a written communication within fourteen (14) days that said information will be considered "Confidential Information." Neither Party will disclose Other Confidential Information unless it is necessary to the Scope of Work or is otherwise required by law. Except as required by law and/or by court order, the receiving Party will not disclose Confidential Information for a period of five (5) years from the termination of this Agreement, or such time period mutually agreed upon by both Parties. At the end of said five year period or upon request from the State, University will return or destroy Confidential Information.

The receiving Party will take all appropriate measures to protect the confidentiality of such information while in its possession. In the event that University is required to disclose Confidential Information to a Consultant and/or Vendor in order to fulfill the Scope of Work, the University will require the Consultant and/or Vendor to comply with terms at least as stringent as University's obligations hereunder and as required by law.

Notwithstanding any other provision in this Agreement, both Parties are subject to the California Public Records Act ("CPRA"), Government Code Section 6250 et seq. Education Code Section 72690 applies to CSU Auxiliaries. University will advise Subawardees of these facts.



- E. **Special Conditions for Security of Confidential Information**  
University will comply with applicable State and Federal statutes and regulations and policies regarding information security. Additional legal and regulatory requirements regarding security of Confidential Information, and requirements regarding use and disposition thereof, may be provided by the State and are specified in Exhibit E.
- F. The confidentiality obligations herein do not apply to information that (i) was known to the receiving Party prior to its receipt from the disclosing Party, (ii) is independently developed by the receiving Party, or (iii) becomes available to the general public at any time through no fault of the receiving Party.

**9. Key Personnel**

Any change in the Key Personnel identified in Exhibit A2, Scope of Work, shall require prior approval of the State. The State shall not unreasonably delay its determination whether to provide such approval. The University will provide any documentation required to facilitate the State's determination of whether or not to approve the proposed change in Key Personnel.

**10. Requirements Associated with Funding Sources**

- A. This Agreement is subject to any additional requirements imposed on the State agency by applicable law (including, but not limited to, bond, proposition and federal funding). These additional requirements and applicable funding sources are set forth in the following Exhibits, which are attached and incorporated by this reference in Exhibit D.
- B. If the University is a subrecipient, as defined in 2 CFR § 200.93, and the External Funding Entity is the federal government, the awarding State agency will provide to the University the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number (if available and applicable). The State acknowledges that in the case of federal funds, the University must comply with the applicable Federal regulations.
- C. Notwithstanding the foregoing, this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

**11. Subawards**

- A. The University will perform the work contemplated with resources available within its own organization and no portion of the work shall be subawarded except for Subawards expressly identified in the proposal, the Scope of Work or the Budget, or any amendments to the foregoing. The University will incorporate into any Subaward for work identified in this Agreement any provision applicable to the particular Subawardee, including, but not limited to the following:
- 1) Conflict of Interest
  - 2) Confidential Information
  - 3) Budget Contingency
  - 4) Patents (if applicable)
  - 5) Copyrights (if applicable)
  - 6) Data Rights (if applicable)
  - 7) Audits
  - 8) Invoicing and Payment
  - 9) Indemnification
  - 10) Any other provisions required by statute, regulation or source of funds applicable to this Agreement.

This subsection 11.A. shall not apply to "Sub-Agreements" with the United States Department of



Energy National Laboratories.

- B. The University shall be responsible for establishing and maintaining written agreements with and making payments to Subawardees for work performed in accordance with the terms of this Agreement. Nothing contained in this Agreement, or any subsequent Amendment to this Agreement, shall create any contractual relationship between the State and any Subawardee, and no Subawardee shall relieve the University of its responsibilities and obligations hereunder. The University shall provide copies of Subaward documents upon request by the State.
- C. Any substitution or addition of Subawardees identified in this Agreement must be approved in writing by the State in advance of assigning work to substitute or new Subawardees. University acknowledges that, if applicable, the State must comply with State Contracting Manual (SCM Volume I) Section 3.06, which applies to all Subawards. The State will decide whether to seek authorization to allow the University to proceed with the proposed substitute or additional Subawardee, and the University will provide assistance to the State upon request in order to meet these requirements.
- D. This section applies to any Subawardee that provides assistance to the University under this Agreement regardless of time or dollars expended.
- E. Vendors are not considered to be a Subawardee and are subject to the normal terms and conditions of the University's procurement process.

## 12. Budget Contingency

- A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Agreement.
- C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Agreement in accordance with Section 7 or to amend this Agreement to reflect any reduction in funds.

## 13. Travel

- A. Travel and reimbursement for University employee travel costs shall be in accordance with the University's travel policy in effect as of the date the cost is incurred. The University's travel policy is found at: <http://policy.ucop.edu/doc/3420365/BFB-G-28> [UC] <http://www.calstate.edu/icsuam/documents/Section3000.pdf> [CSU]. The University will immediately inform the State in writing of any changes in its travel policy.

Lodging rates shall be reasonable.

- B. Reimbursement for travel by employees of a Subawardee of the University shall be reimbursed at actual cost not to exceed the Federal rates in effect as of the date the costs are incurred. Federal rates are available on the US General Services Administration website at <http://www.gsa.gov/portal/category/21287>.



- C. The Budget shall identify all travel and the costs of travel, including travel by subawardees, and shall itemize the rate, estimated cost and destination of the travel. The Budget Justification and/or Scope of Work shall identify the travelers and purpose of the travel. Travel identified in this manner is considered approved upon execution and approval of the Agreement. Travel not identified in the Budget and/or Scope of Work shall require prior written (including fax or email) authorization from the State Contract Project Manager. The need for actual travel not identified in the proposed Budget and/or Scope of Work must be justified and all technological avenues of communication (e.g., teleconferencing, videoconferencing, or web conferencing) must be explored before travel will be approved.
- D. If State policy regarding out-of-state travel changes during the period of this Agreement, it is the responsibility of the State to inform the University, and the Parties will work together in good faith to amend this Agreement, as necessary.

#### 14. Payment & Invoicing

##### A. Reimbursement

- 1) The total amount of funds disbursed under this Agreement shall not exceed the total amount in item 3 on STD 213. Subject to the Budget Contingency clause of this Agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit B.
- 2) Costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP). The State will reimburse direct and indirect costs in accordance with Exhibit B.
- 3) State shall reimburse salaries and wages based upon the approved budget (Exhibit B) and the actual payments made with the following caveat: University must retain supporting documentation that shall substantiate actual costs and shall be available for review by the State upon request. Supporting documentation may include, but not be limited to, time reports and/or calendar entries.
- 4) Indirect Costs shall be calculated in accordance with the University budgeted indirect costs in Exhibit B, Budget. Subject to Exhibit D, the rate in effect for the first year of a multi-year project will be the rate used for the entire project. If additional funds (not previously appropriated or budgeted) are awarded, the proposed budget for these additional funds may include a different indirect cost rate as mutually agreed between the parties.
- 5) Nothing herein contained shall preclude a ten-percent payment withhold pursuant to Section 10346 of the Public Contracts Code.

##### B. Expense Allowability / Fiscal Documentation

University will maintain financial records and supporting documentation of all costs incurred in the performance of this Agreement. If the State agency or State Controller's Office requires clarification of any expenditure prior to payment of an invoice, University will provide documentation of such expenditure to support its allowability. If any expenditures are disputed by the State, pending resolution, State agrees to pay all other undisputed invoiced costs.

- 1) Equipment purchases shall comply with Department of General Services State Contracting Manual (SCM) Section 7.29 – Equipment Purchases, if applicable.

For the purposes of this Agreement, "damage" as used in paragraph B of SCM 7.29 – Equipment Purchases is defined as physical harm that is sustained by the equipment that prevents its functioning as designed or manufactured.



- 2) University will maintain financial documentation in accordance with Section 16, Audit.

C. Invoicing

- 1) For services satisfactorily rendered in accordance with the Scope of Work and Budget, and upon receipt and approval of invoices, State agrees to reimburse the University for actual allowable expenditures. Approval of invoices shall not be withheld based on scientific differences between University and State in the interpretation of the research data and final conclusions.
- 2) Invoices shall be submitted in arrears not more frequently than monthly and not less frequently than quarterly to the State [Financial Contact](#), identified in Exhibit A3. Invoices may be submitted electronically by email. If submitted electronically, invoice must include the following certification for State certification to the State Controller's Office, in compliance with SAM 8422.1:

This bill has been checked against our records and found to be the original one presented for payment and has not been paid. We have recorded this payment so as to prevent a later duplicate payment.

Signed: \_\_\_\_\_  
State Agency Accounting Officer

- 3) Invoices shall:
  - a. Bear the University's name as shown on the Agreement
  - b. Include the Agreement number and University fund/reference number
  - c. Identify the billing and/or performance period covered by the invoice and provide a detailed transaction ledger, including payroll detail, for the same period
  - d. Provide University invoice contact, telephone number and/or email address
  - e. Be prepared in accordance with the approved cost categories identified in Exhibit B and the elements contained in Exhibit B3
  - f. Be certified in ink or by an electronically scanned copy of a signature by the University's [Authorized Financial Contact](#) (or designee) identified in Exhibit A3 as true, correct, and the sole bill for the charges invoiced.
- 4) A copy of the invoice/detailed transaction ledger shall be certified in ink or by an electronically scanned copy of a signature by the PI or designee (such designee shall be identified in Exhibit A3) 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 salaries and wages included on this invoice and ledger are an accurate representation of actual time worked." This certified document may be transmitted electronically to the State's Contract Project Manager (Technical) identified in Exhibit A3.
- 5) The University shall submit the final invoice to the State, no later than ninety (90) calendar days after the agreement completion date.

D. Program Income

- 1) The University shall account for [Program Income](#) related to projects funded by this Agreement on Exhibit B, Page 2.
- 2) At the discretion of the State, as identified in Exhibit B, Page 2, Program Income may be used to support total project costs, to further eligible project or research program objectives, or to finance the non-state funded portion of the project or program.



- 3) After the execution of this Agreement, if the University becomes aware of Program Income not identified in Exhibit B, University will notify the State promptly by submitting a revised Exhibit B, Page 2, Program Income, pursuant to Section 15. Prior Approval Requirements and Budget Flexibility.
- 4) Within sixty (60) days of the program event the University will provide the State with a preliminary accounting of program event revenues and expenditures. When the work under this Agreement is completed and if applicable the University will reduce the total amount of the final invoice to the State by any Program Income exceeding total project expenditures. Unless agreed to otherwise by the Parties, net revenue from this project shall be remitted by the University to the State with the final closeout or accounting of project expenditures in accordance with Section E.4.

#### **15. Prior Approval Requirements and Budget Flexibility**

##### **A. Prior Approval Requirements**

The following changes require prior approval of the State Contract Project Manager, whether or not the change has a budgetary impact.

- 1) Change in Scope of Work
- 2) Change in Key Personnel
- 3) Inclusion of restricted use data or copyrighted works in Deliverables
- 4) Travel not included in the approved Budget
- 5) Equipment not included in the approved Budget
- 6) Computer (or theft sensitive equipment) not included in the approved Budget
- 7) Substitution or addition of Subawardees

##### **B. Budget Flexibility**

Budget revisions between identified budget categories in cost reimbursement agreements that are within the total Agreement amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 10% of each annual budget amount or \$10,000, whichever is less, is allowed with approval of the State's Contract Project Manager, or as otherwise agreed to by the Parties and documented on Exhibit B.
- 2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget require the State's Contract Project Manager's prior approval and may require a formal amendment to this Agreement. The University will submit a revised budget to the State for approval.

Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this Agreement are not allowed.

##### **C. Revisions and/or changes pursuant to this Section 15 may require a formal amendment to this Agreement.**

#### **16. Audit**

The University agrees that the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The University agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.



University agrees to refund to the State any amounts claimed for reimbursement and paid to University which are later disallowed by the State after audit or inspection of records.

**17. Right to Publish**

- A. Subject to any restrictions on the publication, disclosure, dissemination and use of Confidential Information or use of data set forth in this Agreement or under any applicable law, the University shall have the right to publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Agreement.
- B. The University will provide publications, presentations and other public releases resulting from work performed under this Agreement to the State for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s). During the first twenty (20) calendar days of such review period, the State may provide notice to the University that it intends to rebut some or all aspects of the presentation, publication or other media release. The State will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the University. Within the review period, the State may provide feedback to the University; the University will give good faith consideration to such feedback, but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law. Any of the above referenced time periods may be modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.
- C. At the State's sole discretion, the State will require the University to use one of the following disclaimers in any publication, presentation or other public release:
  - 1) "This project was funded by the <Agency>. The contents may not necessarily reflect the official views or policies of the State of California."
  - 2) "This project was funded by the <Agency>. The contents do not represent the official views or policies of the State of California."

**18. Data Rights**

- A. Preexisting Data of each Party that will be included as a Deliverable under this Agreement will be identified in Exhibit A4. Preexisting Data of the State may only be used by the University for purposes of the Scope of Work of this Agreement, unless such data is otherwise publicly available.
- B. At the State's expense for actual cost of duplication and delivery, University shall deliver additional Project Data that is specifically requested by the State.
- C. The State shall have the unrestricted right to use the Deliverable Data and delivered Project Data, subject to applicable use and disclosure restrictions identified in Exhibit A4 and other provisions in this Agreement, including but not limited to, Right to Publish, Confidential Information, Copyright, Patents and Use of Name and Publicity.
- D. The University shall have the unrestricted right to use Project Data, subject to applicable use and disclosure restrictions identified in Exhibit A4 and other provisions in this Agreement, including but not limited to, Right to Publish, Confidential Information, Copyrights, Patents and Use of Name and Publicity.

**19. Copyrights**

- A. All rights in copyrightable works first created by the University in the performance of the Scope of Work, Exhibit A, under this Agreement are the property of the University. Unless restricted under



Exhibit A4, the University shall grant the state a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the Deliverables identified in Exhibit A1, to fulfill the State's government purposes.

- B. Notwithstanding the above, if the purpose of the Scope of Work is specifically to create a copyrightable work for use by the State and that fact is indicated in Exhibit A1, which may be amended upon mutual agreement of the Parties, then all rights in such copyrightable work will be the property of the State, subject to a reserved right for the University to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.
- C. Upon written request and subsequent amendment, the State may request delivery of computer software that is not identified on Exhibit A1, but was first created in the performance of the Scope of Work. To the extent the University is legally able to do so, University shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes, subject to restrictions, if any, identified in Exhibit A4.

**20. Use of Name and Publicity**

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

**21. Access to State Facilities or Computing Systems**

If University access to State agency facilities or computing systems is required, a separate agreement between the individual accessing the facility or system and the State agency may be necessary, and is referenced in Exhibit F.

**22. Notices**

All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the Party as specified in Exhibit A3 of this Agreement.

**23. Subject Headings**

Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**24. Force Majeure**

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

**25. Nondiscrimination**

California Government Code section 12990(c) requires that every state contract and subcontract for public works or for goods or services contain a nondiscrimination clause prohibiting discrimination on the bases of legally protected classes. The Department of Fair Employment and Housing is the state agency charged with enforcing California's civil rights laws, and requires the following language be included in this UTC. With respect to this section, "contract" means this Agreement; "contractor" means University; and "subcontract" means Subaward.



During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate 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. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

**26. Governing Law**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**27. Severability**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**28. Entire Agreement**

This Agreement constitute(s) the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral.

**29. Order of Precedence**

Any inconsistency in the provisions under this Agreement shall be resolved by giving precedence in the following order:

1. Exhibit D – Additional Requirements Associated with Funding Sources, when applicable
2. Exhibit G – Negotiated Alternate UTC Terms, when applicable
3. Exhibit C – University Terms & Conditions (UTC)

**30. AB20 Definitions**

**Administrative Contact (State):** Individual responsible for the day-to-day administration of the Agreement.

**Administrative Contact (University):** Individual responsible for the day-to-day administration of the Agreement.

**Agreement:** Agreement means a contract or grant between the state and the University of California or the California State University for research, training, or service.

**Authorized Financial Contact:** University representative authorized to sign invoices to State agencies.



**Authorized Official:** An individual authorized to enter into an agreement and receive notices on behalf of the UC, CSU or State as stipulated in the Agreement. The University's Authorized Official is usual located in the campus' contract & grant or sponsored project office. The State's Authorized Official is usually located in the agency's contracting office.

**Confidential Information:** Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code Section 10850, and "personal information" about individuals that is non-disclosable under California Civil Code Section 1798.3 of the Information Practices Act (IPA), or any information identified as confidential by the parties, in accordance with Section 8 of this agreement.

**Consultant:** An independent consultant is an individual not employed by the University of proven professional or technical competence who provides primarily professional or technical advice to the University and the University does not control the manner, means or methods of performance.

**Contract Project Manager:** State agency representative responsible for oversight of the technical completion of the project, identified in Exhibit A3.

**CSU Auxiliary Organization** (*when applicable*): A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 ([5 CCR § 42500](#)).

**Data:** Information, regardless of the form or medium including, but not limited to drawings, lists, findings, computations, notes, diagrams, data files, statistical records and other research data.

**Preexisting Data**

1. State: Data that is already possessed or owned by the State.
2. University: Data that is already possessed or owned by the University.
3. 3rd Party: Data that is provided by a third party to the State or the University for use under this Agreement.

**Project Data:** Data that is first produced in the performance of this Agreement by the Principal investigator or the University's project personnel. Project Data does not include a researcher's laboratory notebook, but does include Project Data contained therein.

**Deliverable Data:** Project Data that is identified in the Scope of Work, Exhibit A1, and required to be delivered to the State.

**Deliverables:** Items identified in the Scope of Work, Exhibit A1, and required to be delivered to the State.

**Direct Costs:** Direct costs are those costs that can be identified specifically with a particular sponsored project, an instructional activity, or any other institutional activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Direct costs may include, but are not limited to, salary, fringe benefits (including graduate student tuition and fees), equipment, subawards, travel, supplies, other expenses and rental charges. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. Where an institution treats a particular type of cost as a direct cost of sponsored agreements, all costs incurred for the same purpose in like circumstances shall be treated as direct costs of all activities of the institution.



**Financial Contact/Accounting (State):** Individual responsible for processing invoices from University for payment.

**Independent Contractor:** An independent entity performing work for the University, where the University has the right to control only the result of the service, not the manner of performance.

**Indirect Costs:** Indirect costs (IDC) are valid expenses of conducting research, instruction, and other sponsored activities at University, but are incurred for common or joint objectives and, therefore, cannot be identified readily and specifically with a particular project or program. Building use, facilities operation & maintenance costs, equipment use & depreciation and general administrative expenses are examples of costs that are usually treated as IDC.

**Institutional Base Salary:** Institutional Base Salary is the annual compensation paid by the University for an employee's appointment, whether that individual's time is spent on research, teaching, or other activities.

**Key Personnel:** The PI and other individuals who contribute to the scientific development or execution of a project in a substantive, measurable way, whether or not they receive salaries or compensation under the agreement. The University identifies key personnel in each proposal.

**Notices Contact:** See Authorized Official.

**Non-cancellable Obligations:** Allowable costs that have been properly budgeted in Exhibit B incurred through the date of termination, but cannot be reversed at the point of termination.

**Party(ies):** Party or Parties shall mean the University campus or the State agency as the parties to this Agreement, and does not apply to any third party or other entity.

**Principal Investigator:** The Principal Investigator (PI) is defined as the individual(s) judged by the University to have the appropriate level of authority and responsibility and has been designated in the University's proposal to the State to direct the project or program supported by the Agreement.

**Program Income:** Gross income earned by the University that is directly generated by a supported activity and earned only as a result of the State funded project.

**Scope of Work:** The proposed and/or approved project and deliverables outlined by the University's PI to accomplish the State's funding goals.

**State:** An agency or department of the State of California that is funding the Scope of Work.

**Subaward:** Agreement issued to a Subawardee to perform a portion of Scope of Work.

**Subawardee:** An entity other than the University that performs a portion of the Scope of Work, as identified in this Agreement, and includes the following: Subrecipient, subcontractor, consultant and independent contractor.

**Subcontractor:** See Subrecipient.

**Subrecipient:** A collaborating entity of the University that is responsible for programmatic decision making and completing a portion of the Scope of Work.

**Trade Secret:** "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not

being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and, (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. (Civil Code Section 3426.1)

**University:** The California State University campus or auxiliary or the University of California system, as represented by the specific campus, identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.

**Vendor:** A dealer, distributor, merchant or other seller providing goods or services necessary for the University's performance, but not an integral part of the Scope of Work. Vendors are not considered a Subawardee and are subject to the normal terms and conditions of the University's procurement process.

### Exhibit D- Additional Requirements Associated with Funding Sources

*if the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements w/1 be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the name of the federal agency, the prime award number and date of prime award (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number w/1 be listed in Exhibit D. (Please see sections 10.A and 10.B of the Exhibit C.)*

Agency (Required for federal funding source)	Prime Agreement Number/Date (if available)	If Federal, CFDA Number	Is prime award R&D? (yes/no)
California Department of Social Services	18-3028	Foster Care Title IV-E 93.658	

**A. For Contracts 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. Title IV-E Funding - The total amount of funds COSS shall pay Contractor under this agreement is based upon actual costs. It is mutually understood between the parties that all of the activities to be performed under this agreement may be eligible for federal financial participation (FFP) under Title IV - E. The federal participation rate under Federal law varies according to the activities performed. The Agreement shall specify what level of anticipated federal financial participation applies to activities performed under the Agreement. Contractor shall maintain and retain adequate records necessary to document that these costs are eligible for the applicable level of Title IV-E funding specified in the Agreement. All costs are subject to the Foster Care Discount Rate unless documentation is maintained by Contractor, and made available upon request, that the activities being performed only benefit Title IV-E Foster Care eligible recipients.

Contractor shall itemize activities and associated costs on submitted invoices in accordance with federal law that describe eligibility for the applicable federal reimbursement level. The costs of any activities performed by Contractor that do not benefit the Title IV - E program shall be segregated on invoices to the COSS.

In the event of a federal disallowance for costs for any activities under this Agreement that are determined by the Federal government to be ineligible for Title IV - E funding, in whole or part, Contractor shall pay to COSS and the State of California an amount equal to any financial penalty or overpayment determination made by the cognizant federal agency against CDSS or the State of California.

3. 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 under Federal law, which may affect the provisions, terms, or funding of this Agreement in any manner.
4. COSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

### **Exhibit E - Special Conditions for Security of Confidential Information**

*If the Scope of Work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E (Please see section 8.E of Exhibit C.)*

#### **A. Confidentiality Requirements**

Contractor and its employees agree to comply with The California Department of Social Services Confidentiality and Information Security Requirements Training- V 2017 08, as described in Exhibit E - Attachment 1.

**The California Department of Social Services  
Confidentiality and Information Security Requirements  
Training - v 2017 08**

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 "Contractor") is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor's Agreement (the "Agreement") with the California Department of Social Services (hereinafter "COSS") in which this Exhibit is incorporated. The CDSS and Contractor 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 Contractor and CDSS and shall prevail over any such conflicting terms or conditions.
- II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, agreements, and sub-awards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract, agreement, or sub-award to its agents, subcontractors, or independent consultants.
- III. **Confidentiality of Information.**
  - a. **DEFINITIONS.** The following definitions apply to this Exhibit and relate to COSS Confidential, Sensitive, and/or Personal Information.
    - i. "Confidential Information" is information maintained by the COSS 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/mailling 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 COSS 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. an attempted breach;
  2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDSS CSP, in violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and COSS, including this Exhibit; or
  3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of COSS CSP.
- b. COSS CSP which may become available to the Contractor as a result of the implementation of the Agreement shall be protected by the Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
- c. Contractor is notified that unauthorized disclosure of COSS 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 or 1996 ("HIPAA") - 45 CFR Parts 160 and 164
  - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information.. and "Personal Information" (COSS CSP) does not include information that
  - i. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
  - ii. already known to Contractor before receipt from COSS without an obligation of confidentiality owed to COSS;
  - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
  - iv. independently developed by Contractor without reference to the COSS CSP.

**IV. Contractor Responsibilities.**

- a. **Training.** The Contractor shall instruct all employees, agents, and subcontractors with access to the COSS 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. COSS 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 COSS CSP is grounds for immediate termination of this Agreement with COSS, and the Contractor and may be subject to penalties, both civil and criminal.
- b. **Use Restrictions.** The Contractor shall take the appropriate steps to ensure that their employees will not intentionally seek out, read, use, or disclose the COSS CSP other than for the purposes of providing the requested services to COSS and meeting its obligations under the Agreement.
- c. **Disclosure of COSS CSP.** The Contractor shall not disclose any individually identifiable COSS CSP to any person other than for the purposes of providing the requested services to COSS and meeting its obligations under the Agreement. Contractor is permitted to disclose individually identifiable COSS CSP with the consent of the individual to its service providers, its vendors, and its partners for the purposes of Contractor providing services to COSS or otherwise to meet Contractor's obligations under the Agreement. For COSS CSP, Contractor must provide COSS Program Manager and COSS Information Security Office with a list of Contractor authorized service providers and ensure they are bound by obligations sufficient to protect COSS CSP in accordance with this Agreement.
- d. **Subpoena.** If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of COSS CSP and/or the disclosure of confidential information collected from attendees of trainings and conferences, Contractor will immediately notify the COSS Program Contract Manager and the COSS Information Security and Privacy Officer. In no event should notification to COSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.
- e. **Confidentiality Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the COSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor 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 the Contractor's operations and the nature and scope of its activities.
- f. **Disclosure of Attendee CSP.** Unless authorized in writing by the attendees or required by law, the collection and/or disclosure of confidential information related to the attendees in trainings and conferences by the Contractor shall be limited to that which is required to:
  - i. Verify attendance and/or participation;



- ii. Analyze the effectiveness of training and conference;
  - iii. Provide attendees with continuing education units (e.g., Board of Behavioral Sciences requirements available at [http://www.bbs.ca.gov/licensees/ce\\_licensees.shtml](http://www.bbs.ca.gov/licensees/ce_licensees.shtml)); and/or
  - iv. Analyze the effectiveness of training and conference as described in the "Child and Family Services Plan 2015-2019" available at <http://www.cdss.ca.gov/inforesources/Child-Welfare-Program-Improvement/Child-and-Family-Services-Plan>
- g. Nothing in this Agreement shall restrict the Contractor's use of:
- i. Information obtained by the Contractor from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.
  - ii. The Contractor's pre-existing data, reports or similar information.
  - iii. Non-confidential information received by the Contractor from a third party or non-confidential information created or developed by the Contractor, 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

- a. **Information Security Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Incident Management.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches.** The Contractor shall notify the COSS Program Contract Manager and the COSS Information Security and Privacy Officer within one (1) business day by telephone call and email upon the discovery of the Information Security Incident and/or Breach affecting the security of COSS CSP if the COSS CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, actual loss, or unauthorized use or disclosure of the COSS CSP is in violation of this Agreement, this provision, or applicable law. The Contractor shall take:
  - 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.
- c. **Isolation of System or Device.** A system or device containing COSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Contractor will notify COSS CSP within one (1) business day of a confirmed exploitation of a technical vulnerability and keep COSS informed as to the investigation until resolution of the vulnerability is completed.

- d. Investigation of Information Security Incidents and/or Breaches.** The Contractor shall promptly investigate Information Security Incidents and/or Breaches. COSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. COSS shall also have the right to conduct its own independent investigation, and the Contractor shall cooperate fully in such investigations.
- e. Updates on Investigation.** The Contractor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation to the COSS Program Contract Manager and the COSS Information Security and Privacy Officer until they are no longer needed, as mutually agreed upon between the Contractor and the COSS Information Security and Privacy Officer.
- f. Written Report.** The Contractor shall provide a written report of the investigation to the COSS Program Contract Manager and the COSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach. To the extent Contractor has such information, the report shall include but not be limited to the following:

  - i. Contractor point of contact information;
  - ii. Description of what happened, including the date of the Information Security Incident and/or Breach and the date of the discovery of the Information Security Incident and/or Breach, if known;
  - iii. Description of the types of COSS 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 COSS CSP;
  - v. A description of where the COSS 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 law requiring individual notifications of breaches are triggered; and
  - viii. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach.
- g. Cost of Investigation and Remediation.** Per SAM Section 5305.8, the Contractor shall be responsible for all costs incurred by COSS due to Information Security Incidents and/or Breaches resulting from the Contractor'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 impacted individuals, COSS 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 COSS staff, the Contractor shall initiate contact as indicated herein. COSS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

COSS Program Contract Manager	COSS Information Security & Privacy Officer
	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 by Contractor, its employees, agents, or subcontractors, as determined by COSS, may constitute a material breach of the Agreement between Contractor and COSS and grounds for immediate termination of the Agreement.

## Appendix B

FY 18-19

### CalSWEC Title IV-E Subaward Agreement Scope of Work

The subcontractor ("School") is responsible for recruiting and training social work students in the area of child welfare. The School is also required to develop procedures to track students' employment obligation and students' monetary repayment. Tracking monetary repayment for students who discontinue their Title IV-E programs includes entering them into repayment programs, and monitoring their compliance with the repayment program. Although each School's process might differ, the School will follow the guidelines below in implementing its recruitment, repayment, and award programs.

#### 1. General Responsibilities of Schools

- a. Each School will seek to admit applicants in line with the Federal policies and the priorities of this project.
- b. Each School will develop an awards committee with local Qualifying Agencies to award support to admitted Students. In the case of Students not currently employed in a Qualifying Agency, the decision to provide support will be, to the greatest extent possible, equivalent to prequalification for Qualifying Agency employment.
- c. Each public School will provide match in allowable educational expenditures for the funding it receives.
- d. Each School will deliver a curriculum directed at the outcomes defined by the CalSWEC Curriculum Competencies for Public Child Welfare. It will ensure that participating Students cover the specified material and complete relevant fieldwork as defined below.
- e. Each School will work with Qualifying Agencies, schools, and/or non-profit agencies serving Title IV-E clients to ensure that appropriate field placements providing child welfare services are maintained, and enhanced support is provided to Qualifying Agencies to ensure integration of the CalSWEC Curriculum Competencies for Public Child Welfare into field instruction and classroom education.
- f. Each School will provide an \$18,500 annual stipend to each full-time MSW Student for up to two years, and a stipend of \$15,000 to each full-time BASW Student for their final year.
- g. Each School will reimburse the actual cost of tuition, fees, books, and travel up to \$14,164 per year to each part-time Student (MSW for up to three years; BASW for up to two years; Pathway MSW and/or BASW for up to three years).
- h. Each School will assist its Students in satisfying the requirement that they secure employment in a Qualifying Agency providing child welfare services in California within one year of graduation.
- i. Each School will develop, according to CalSWEC guidelines, appropriate mechanisms to monitor Student compliance with stipend or support requirements and repayment options. Each School will include and update

S.O.W.  
(prime)



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CalSWEC Title IV-E Subaward Agreement  
Scope of Work

general terms of support requirements and repayment options, including relevant campus-specific policies, in Student Contracts.

- j. Each School is responsible for making a good faith effort to collect monetary repayments and make appropriate invoice adjustments to CalSWEC. The Parties to any contract resulting from this proposal understand that the minimum activity that constitutes a good faith effort shall include the following:
  - i. The School shall make reasonable efforts to identify in a timely manner when a Student may be required to enter monetary repayment per federal regulations, the Student requirements of the Title IV-E prime contract, School subcontract, and/or Student Contract.
  - ii. Upon identification of a Student who may be required to enter monetary repayment, the School, in consultation with CalSWEC, shall determine in a timely manner whether the Student is exempt from a duty to make monetary repayment of funds received by the Student under his or her Student Contract pursuant to Title 45 CFR 235.63 (b). If the Student is exempt from monetary repayment, the School shall document the basis for the exemption and close its account relative to the Student's Contract.
  - iii. If a Student is required to enter monetary repayment and does not promptly establish a repayment plan upon initial notification, School must make and document **at least three communication attempts** within the first year to notify Student that monetary repayment is required and to establish a repayment plan. At least one of these three communication attempts must be by certified letter. Additional acceptable communication attempts may include: certified letters; emails; text messages; phone calls. All attempts must be documented. If a repayment plan is not established in the first year, or if, at any time, Student in monetary repayment stops making payments and becomes unresponsive, school shall make and document reasonable collection efforts.
  - iv. School and Student shall agree upon the terms of a monetary repayment plan that includes the expected period to full repayment, and interest and additional fees, if applicable.
  - v. School shall oversee and report monetary repayment collection efforts for the period to full repayment and per all other monetary repayment agreements established between the parties.
  - vi. Collection activities by the School or designee shall be ongoing until such time as funds are repaid in full or until such time as further collection efforts are prohibited by law.
- k. Each School will reimburse CalSWEC with any Student monetary repayments by invoice adjustment. The total amount of recovered funds from Student(s) in monetary repayment shall be subtracted by the School from the current invoices



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CalSWEC Title IV-E Subaward Agreement  
Scope of Work

submitted to CalSWEC. School may invoice administrative costs incurred in connection with collection of debts owed by a Student who is in monetary repayment, where the funds for payment(s) made under that Student Contract were funds allocated under previous contracts.

- l. CalSWEC will absolve the School of any responsibility for collection of monetary repayment from unresponsive Students based on documentation of School's exhaustive efforts to locate, contact, and collect monetary repayment after the time limits set forth in 6.j.iii. above. In situations where School's collection responsibilities are absolved under this paragraph, the COSS would then have the option to assume the collection process, or uphold the School's and CalSWEC's closing of the monetary repayment collection process.
- m. In the event any subsequent CMA for the Title IV-E Social Work Training Program resulting from this proposal is terminated by either party, or if it expires with no successor agreement, School shall continue to perform the services set forth in paragraphs 6.j and 6.1. above provided Contractor encumbers the necessary funding, in an amount to be agreed by the parties, that provides an adequate source of funds for continued collection activities to be performed by School. In order for Contractor to continue to pay School for these continued collection activities, a separate CMA will need to be executed between COSS and Contractor outlining the time periods and funding necessary to close out these collection activities. If the funding is not reserved by COSS, School will work with Contractor to provide 60-day notice to COSS to discontinue collection activities. Within 30 days of that decision, School shall transfer to Contractor all records related to Student Contracts in collection. Within that same 30-day period, School shall also provide Contractor with a written report which shall include amounts owed, amounts paid, pending balances, transaction/account history, and all known contact information for all Students in monetary repayment.
- n. Each School will work with CalSWEC to ensure coordinated responses to COSS and will provide information on Students, staff, curriculum, and budget, in the format and by the dates specified by CalSWEC. Schools will also provide documentation on the awards committee composition and the process for awarding stipends: Schools will provide certification of achievement of project goals for the final report to CDSS.
- o. Each School will participate fully in CalSWEC's evaluation of this program as per Title 45 CFR Section 235.63(b)(8)/235.63(c)(5) (See Section I), and State Department of Social Services County Fiscal Letter (CFL) No, 91/92-01.
- p. Each School will work with Qualifying Agencies to ensure:
  - i. Qualifying Agencies will apprise employees of this project and develop educational leave policies permitting current non-degreed staff to participate.

"Fiscal / Admin Support"

How do we document this?



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CalSWEC Title IV-E Subaward Agreement  
Scope of Work

- ii. Qualifying Agencies will agree to re-employ trainees at the appropriate CWS staff level, as long as positions are available (as per Title 45 CFR Section 235.63(b)(2)).
  - iii. Qualifying Agencies will provide appropriate fieldwork experience with MSW supervision and will include a range of learning and practice experiences that align with the CalSWEC Competencies for Public Child Welfare and field curriculum. When Schools and Qualifying Agencies have negotiated a fieldwork plan for a Student, the agency will not alter the assignment without permission from the School.
  - iv. Qualifying Agencies will seek to give hiring preference to graduates of this program, will advise CalSWEC and local schools of staff openings, and will seek to schedule civil service exams and hiring procedures to permit graduates to obtain employment within twelve months of completion of the program.
2. Awarding of Support to Students  
Upon notification of admission to a participating academic social work program, Students may apply to participate in the CalSWEC Title IV-E Social Work Training Program at that school. Applications shall include a statement of career objectives. Applicants who are currently employed in a Qualifying Agency must provide a statement of support from the agency executive describing plans to employ the applicant in an appropriate CWS position upon graduation. Each School will develop an awards committee with local Qualifying Agencies to review applications and select Students into the CalSWEC Title IV-E Social Work Training Program. The committee shall seek to ensure that Students selected into the program meet general requirements for employment in a Qualifying Agency which includes background checks. Preference will be given to current employees at Qualifying Agencies, and to applicants who reflect the diverse client populations served by public child welfare in California. Full-time Students in either the MSW or BASW program may not be active Qualifying Agency employees during the regular academic year, but may be employed during a period when they are not taking classes (summer and vacation periods). Part-time Students must be current employees of a Qualifying Agency. MSW Students who are making satisfactory progress after the first year will receive a second year of support as long as Title IV-E funds are available.
3. Non-Discrimination  
School agrees that it will not discriminate on the basis of race, color, national origin, religion, sex (including sexual harassment), gender identity, pregnancy/childbirth and medical conditions related thereto, disability, age, medical condition (cancer-related), ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran against applicants for or student recipients of stipends provided pursuant to this Agreement with respect to admission, access, or treatment in any School with respect to the terms and conditions of their employment. The provisions of this paragraph shall not apply to any religious educational institution

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CalSWEC Title IV-E Subaward Agreement  
Scope of Work**

**with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such educational institution, of its activities, but such religious educational institutions are not exempted or excused from complying with the other requirements contained in this paragraph.**



## Appendix B

12/28/2017

Humboldt State University  
 TITLE IV-E STIPEND PROGRAM  
 BUDGET FOR FISCAL YEARS 2018-2020

	<i>From:</i> 7/1/2018	7/1/2019	TWO-
	<i>To:</i> 6/30/2019	6/30/2020	YEAR
BUDGET CATEGORY	Year 1	Year 2	TOTAL
<b>Direct Costs:</b>			
PERSONNEL: Salaries/benefits	1,195,046	1,195,046	2,390,092
TRAVEL: Staff and students	14,813	14,813	29,626
MATERIALS & SERVICES	23,000	23,000	46,000
EQUIPMENT	0	0	0
CONSULTANT FEES	0	0	0
RENT	0	0	0
<b>Other Direct Costs:</b>			
STUDENT SUPPORT COSTS	869,084	869,084	1,738,168
SERVE PROGRAM	55,000	55,000	110,000
<b>Total Direct Costs:</b>	<b>2,156,943</b>	<b>2,156,943</b>	<b>4,313,886</b>
	<i>IDC Rate</i>		
<b>Indirect Costs:</b>	<b>15%</b>		
Modified Total Direct Costs	1,287,859	1,287,859	2,575,718
Indirect Costs Calculation	193,179	193,179	386,358
<b>Total Indirect Costs:</b>	<b>193,179</b>	<b>193,179</b>	<b>386,358</b>
<b>Required Match Per School:</b>			
Match required based on direct costs	860,398	860,398	1,720,796
State General Fund contribution to match	(131,362)	(131,362)	(262,724)
<b>Total Match Required:</b>	<b>729,036</b>	<b>729,036</b>	<b>1,458,072</b>
<b>Total Program Costs Per School:</b>	<b>3,079,158</b>	<b>3,079,158</b>	<b>6,158,316</b>
		check	6,158,316

**Appendix B  
Humboldt State University  
TITLE IV-E STIPEND PROGRAM  
BUDGET JUSTIFICATION FISCAL YEAR 2018-2019**

**PERSONNEL**

*Starting with the Principal Investigator, list the names of all known personnel who will be involved on the project for each year of the proposal project period. Include all collaborating investigators, technical and support staff, or include as "to be determined." For each person, include position, function, and a percentage of level of effort.*

Listed below are the functions for all personnel positions. Please choose the appropriate numbered function(s) for each position and list the function numbers under Function and the total FTE required for each set of functions under FTE% in the table provided.

Position	Name	Function	FTE%
Principal Investigator	Ronnie Swartz	9, 10	5%
Project Coordinator (multiple)	TBD	1, 2, 6, 7, 8, 12	275%
Instruction (multiple)	TBD	3, 4, 7, 8	575%
Admin/Clerical (multiple)	TBD	5, 8, 13, 15	274%
Fiscal Support	TBD	11, 12, 13, 14	25%

**Personnel Functions**

**Implementation:**

1. Recruit qualified program applicants.
2. Screen and select students using a qualified awards committee.
3. Deliver and support classroom instruction aligned with CalSWEC PCW Competencies.
4. Deliver and support field instruction aligned with CalSWEC PCW Competencies at qualifying placement agencies.
5. Provide clerical support for classroom and field instruction and direct student support.
6. Assist students/graduates in securing qualifying post-graduation employment.
7. Work with qualifying field placement and employment agencies to support program implementation, from recruitment, classroom/field instruction, and post-graduation employment obligation.
8. Attend relevant CalSWEC Title IV-E meetings/trainings.

**Support:**

9. Hire/supervise/evaluate Title IV-E staff/faculty.
10. Develop budget and monitor for compliance.
11. Disburse and monitor student payments and reimbursements.
12. Manage monetary repayment/collections process for students who are out of compliance.
13. Process purchases; reconcile expenses.
14. Perform pre- and post-award subcontract management and invoicing.
15. Monitor CSIS database to ensure student and graduate information is accurate.

**FRINGE BENEFITS**

*In accordance with your University's policy, explain the costs included in the budgeted fringe benefit percentages in Exhibit B1.*

Please list the rate(s) you are using in your budget (Exhibit B1) below and include a link to your university's fringe benefits webpage. For instance, include varying rates for academic and staff positions, state-side employees, and university employees.

1. State employees = Medicare (1.45%), OASDI (6.2%), Retirement (26.728%), Long Term Disability (\$4/month), Health (~\$1727/month), Dental (~\$172/month), Vision (\$8/month), Life (\$8/month)
2. Sponsored Programs Foundation employees = Social security (6.2%), Medicare (1.45%), Unemployment (4.4%), Workers Comp (1.97%), Medical (~\$2876/month), Dental (2.82%), Vision (.45%), Life (.10%), Retirement (10%)

**Webpage Links:**

State = <https://www2.humboldt.edu/budget/benefits-calculator>

Foundation = <https://www2.humboldt.edu/forms/node/1005>



Appendix B  
Humboldt State University  
TITLE IV-E STIPEND PROGRAM  
BUDGET JUSTIFICATION FISCAL YEAR 2018-2019

**TRAVEL**

*Itemize all travel requests separately by trip and justify, in accordance with your University's travel guidelines. Provide the purpose, destination, traveler's name (or position/role), and duration of each trip. Should the application include a request for travel outside the state of California, justify the need for those out-of-state trips separately and completely.*

Travel includes expenses for the deans/directors (PIs), project coordinators, and fiscal and administrative staff, to attend governing board meetings and CalSWEC-hosted meetings, travel to regional agencies to discuss placement of students, and travel of project coordinators and select students to CalSWEC meetings. Travel for Title IV-E staff to attend in-state conferences may be budgeted. These conferences should be directly related to curriculum development and instruction in public child welfare. The out-of-state travel request form must be submitted to CalSWEC Central at least 60 days prior to travel.

**Non-SERVE Travel Budget Request: \$14,813**

**SERVE Travel Budget Request: \$10,760**

**MATERIALS & SERVICES**

*Itemize materials and supplies in separate categories. Include a complete justification of the project's needs for these items. Theft sensitive equipment (under \$5000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.*

Materials and supplies includes for basic office supplies, instructional materials (including curriculum and instructional videos); conference registration fees; postage/shipping; duplicating/printing; expenses associated with hosting informational or instructional meetings regarding Title IV-E related matters; new/replacement computers, printers, scanners, and fax machines. Subawardees should itemize and justify purchases of theft-sensitive devices, such as laptop computers, below.

Laptop(s) for new personnel x 2 @ \$1,200 = \$2,400. *who?*

**Non-SERVE Materials and Services Budget Request: \$23,000**

**SERVE Materials and Services Budget Request: \$44,240**

**EQUIPMENT**

*List each item of equipment (greater or equal to \$5,000 with a useful life of more than one year) with amount requested separately, and justify each.*

The Title IV-E Stipend Program does not expect subawardees to purchase or manufacture any equipment greater or equal in value to \$5,000.

**CONSULTANT COSTS**

*Consultants are individuals /organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole. Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days or anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.*

The Title IV-E Stipend Program does not expect subawardees to require the services of any consultants during the course of this contract.

**Appendix B  
Humboldt State University  
TITLE IV-E STIPEND PROGRAM  
BUDGET JUSTIFICATION FISCAL YEAR 2018-2019**

**OTHER DIRECT COSTS**

*Itemize any other expenses by category and cost. Specifically justify the costs that may typically be treated as indirect costs. For example, if insurance, telecommunications, or IT costs are charged as a direct expense, explain reason and methodology.*

Itemize direct student funding (i.e., F/T student stipends and P/T tuition/fees/book/travel reimbursements). List the number of students receiving each type of financial support and amount of direct student support. Full-time MSW students will be paid a stipend of \$18,500 each year; full-time BASW students will be paid a stipend of \$15,000 for one year; part-time BASW or MSW students will be reimbursed for tuition/fees/books/ travel up to \$14,164/year for up to 3 years.

The number of students in a category is justified based on the following factors: 1) the number of qualified applicants; 2) university capacity for training students; and, 3) workforce needs expressed by counties that provide training for social work students. Students must meet University requirements for admission prior to selection for participation in the Title IV-E stipend program.

	<b>No. of Students</b>	<b>Rate</b>	<b>Total Amount for Category</b>
F/T MSW:	20	\$18,500	\$370,000
F/T BASW:	4	\$15,000	\$60,000
P/T MSW/BASW/Pathway:	31	\$14,164	\$439,084
<b>Total Direct Student Funding:</b>			<b>\$869,084</b>

**RENT**

*If the scope of work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.*

The Title IV-E Stipend Program does not expect subawardees to include rent as a direct cost during the course of this contract.

**INDIRECT COSTS**

*Indirect costs are calculated in accordance with the University budgeted indirect cost rate in Exhibit B1.*

Indicate the indirect cost (IDC/F&A) rate that you are using based on your Federally-approved rate and any IDC waiver you may have received. This is your University approved rate. Include a link to your university's Federally-approved IDC rate. Foregone IDC is the difference between your Federally-approved rate and your University-approved rate.

Federally-approved IDC rate: 45%  
University-approved IDC rate: 15%  
Foregone IDC rate: 30%

Webpage Link: <http://humboldt.edu/forms/node/540>



**Appendix B  
Humboldt State University  
TITLE IV-E STIPEND PROGRAM  
BUDGET JUSTIFICATION FISCAL YEAR 2019-2020**

**PERSONNEL**

*Starting with the Principal Investigator, list the names of all known personnel who will be involved on the project for each year of the proposal project period. Include all collaborating Investigators, technical and support staff, or include as "to be determined." For each person, include position, function, and a percentage of level of effort.*

Listed below are the functions for all personnel positions. Please choose the appropriate numbered function(s) for each position and list the function numbers under Function and the total FTE required for each set of functions under FTE% in the table provided.

Position	Name	Function	FTE%
Principal Investigator	Ronnie Swartz	9, 10	5%
Project Coordinator (multiple)	TBD	1, 2, 6, 7, 8, 12	275%
Instruction (multiple)	TBD	3, 4, 7, 8	575%
Admin/Clerical (multiple)	TBD	5, 8, 13, 15	274%
Fiscal Support	TBD	11, 12, 13, 14	25%

**Personnel Functions**

**Implementation:**

1. Recruit qualified program applicants.
2. Screen and select students using a qualified awards committee.
3. Deliver and support classroom instruction aligned with CalSWEC PCW Competencies.
4. Deliver and support field instruction aligned with CalSWEC PCW Competencies at qualifying placement agencies.
5. Provide clerical support for classroom and field instruction and direct student support.
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**Support:**

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Humboldt State University  
TITLE IV-E STIPEND PROGRAM  
BUDGET JUSTIFICATION FISCAL YEAR 2019-2020**

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*Consultants are individuals /organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole. Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days or anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.*

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Appendix B  
Humboldt State University  
**TITLE IV-E STIPEND PROGRAM**  
**BUDGET JUSTIFICATION FISCAL YEAR 2019-2020**

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University-approved IDC rate: 15%  
Foregone IDC rate: 30%

Webpage Link: <http://humboldt.edu/forms/node/540>

**APPENDIX C**  
**SCHOOLS Authorized, Administrative and Financial Contacts**

Subaward Number:

00009896

**Institution/Organization ("SCHOOL")**

Name: Humboldt State University Sponsored Programs Foundation

Address: 1 Harpst Street, SBS 427

City: Arcata

State: California

ZipCode: 95521

**SCHOOLS Administrative Contact**

Name: Sam Caudill

Address: Humboldt State University Sponsored Programs Foundation

1 Harpst Street, SBS 431

City: Arcata

State: California

ZipCode: 95521

Telephone: 707-826-5167

Fax: 707-826-4783

Email: Sam.Caudill@humboldt.edu

**SCHOOLS Principal Investigator/Project Director Contact**

Name: Marissa O'Neill

Address: Humboldt State University

1 Harpst Street, BSS 544

City: Arcata

State: California

ZipCode: 95521

Telephone: 707-826-4564

Fax:

Email: marissa.oneill@humboldt.edu

**SCHOOLS Financial Contact**

Name: Stacie Marshall

Address: Humboldt State University

1 Harpst Street, SBS 325

City: Arcata

State: California

ZipCode: 95521

Telephone: 707-826-4276

Fax:

Email: sm13@humboldt.edu

**SCHOOLS Authorized Official**

Name: Kacie Flynn

Address: Humboldt State University Sponsored Programs Foundation

1 Harpst Street, SBS

City:

State:

ZipCode:

Telephone:

Fax:

Email:



**APPENDIX D**  
**Berkeley/CalSWEC Organizational Contacts**

**Institution/Organization ("Berkeley")**

Name: **The Regents of the University of California**  
Address: **University of California, Berkeley**  
**Sponsored Projects Office**  
**1608 Fourth Street, Suite 220**  
City: **Berkeley** State: **CA** ZipCode: **94710-5940**

**CalSWEC Title IV-E Program Director**

Name: **Carolyn Shin, Title IV-E Program Director**  
Address: **CalSWEC**  
**University of California, Berkeley**  
**120 Haviland Hall**  
City: **Berkeley** State: **CA** ZipCode: **94720-7400**  
Telephone: **(510) 859-7685** Fax:   
Email: **cshin@berkeley.edu**

**CalSWEC Executive Director**

Name: **Virginia Rondero Hernandez, CalSWEC Executive Director**  
Address: **CalSWEC**  
**University of California, Berkeley**  
**120 Haviland Hall**  
City: **Berkeley** State: **CA** ZipCode: **94720-7400**  
Telephone: **(510) 643-7904** Fax: **(510) 642-8573**  
Email: **virginia.rh@berkeley.edu**

**CalSWEC Finance Director**

**Ying Yan (Mavis) Njoo-Lau**  
Address: **University of California, Berkeley**  
**CalSWEC**  
**120 Haviland Hall**  
City: **Berkeley** State: **CA** ZipCode: **94720**  
Telephone: **(510) 643-9808** Fax:   
Email: **mavisnjoo@berkeley.edu**

**Berkeley Authorized Official**

Name: **Angela R. Ford, Associate Director**  
Address: **Sponsored Projects Office**  
**University of California, Berkeley**  
**1608 Fourth Street, Suite 220**  
City: **Berkeley** State: **CA** ZipCode: **94710-5940**  
Telephone: **(510) 642-8117** Fax: **(510) 642-8236**  
Email: **subcontracts@berkeley.edu**



SPONSORED PROJECTS OFFICE  
2150 SHATTUCK AVE., SUITE 300  
BERKELEY, CA 94704-5940

TEL: (510) 642-0120  
FAX: (510) 642-8236

November 19, 2018

**RE: Audit Requirements under OMB Circular A-133 or 2 CFR Part 200 Section F**  
**Subaward No. 00009896**  
**CFDA Number: 93.658**  
**CFDA Program Title: Title IV-E Foster Care**

Dear Colleague:

Because your institution is a sub-recipient of Federal funds subawarded to you by the University of California, you are required to have on file with us certain information directed by Circular A-133 "Audits of Institutions of Higher Education and Other Nonprofit Organizations" or by Uniform Guidance in 2 CFR Part 200 Subpart F. If you are not the person responsible for the audits, it is important that this material be passed to the controller's office or other responsible party.

For the University of California to satisfy its own audit responsibilities, we need to know that you are in compliance with the Federal regulations. Please check the appropriate box below that indicates the status of your **most recently completed** audit, sign and return as an email attachment to [subcontracts@berkeley.edu](mailto:subcontracts@berkeley.edu), fax 510/642-8236 or by mail.

- The Subrecipient has had a compliance audit for fiscal year ending 2018 (06/30/2018) and **has not been** informed of any instances of non-compliance with federal laws and regulations **that have a direct bearing** on this Subaward Agreement.
- The Subrecipient has had a compliance audit for fiscal year ending \_\_\_\_\_ (mm/dd/yyyy) and **has been** informed of instances of non-compliance with federal laws and regulations **that have a direct bearing** on this Subaward Agreement. Copies of the Subrecipient's written notification and reporting package, is attached, as required in Subpart C, Section.320(e)(1) and (2) of OMB Circular A-133, or 2 CFR part 200 Subpart F, Section 200.512(c).
- The Subrecipient has not yet completed a compliance audit for fiscal year ending \_\_\_\_\_ (mm/dd/yyyy). The audit is to be completed by \_\_\_\_\_ (mm/dd/yyyy). A copy of the Subrecipient's written notification and, if applicable, the reporting package will be forwarded to BERKELEY when available.
- The Subrecipient is exempt from Federal Audit requirements for the Subrecipient's fiscal year ending \_\_\_\_\_ (mm/dd/yyyy), because: (check one)
  - The Subrecipient's total Federal expenditures for the fiscal year do not exceed \$500,000.00 (under OMB A-133).
  - The Subrecipient's total Federal expenditures for the fiscal year do not exceed \$750,000.00 (under CFR Part 200 Subpart F).

The Subrecipient's Audit Report is available: (check one)

- From the following link: <http://www2.humboldt.edu/hsuf/about/financial-statements.html>
- In the attached document. (Please attach Audit Report.)

I certify that the above checked boxes characterize the position of the institution of which I am a representative. Further, I certify that all relevant materials finds contained in the audit report, if completed, have been disclosed.

Signature:  Date: 1/22/2019

Name and Title: Kacie Flynn, Interim Executive Director Audit Year Reporting: 2018

Subrecipient Institution: Humboldt State University Sponsored Programs Foundation

DUNS #: 0143020740000 Tax ID#: 946050071

If you have any questions, please email the Sponsored Projects Office at [subcontracts@berkeley.edu](mailto:subcontracts@berkeley.edu).