



State of California-Health and Human Services Agency
**DEPARTMENT OF COMMUNITY SERVICES AND
DEVELOPMENT**
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



Dear Monterey County Health Department:

Congratulations on your successful application for funding under the Farmworker Resource Center Grant Program. Your county's application reflects sound strategies and plans to support a Farmworker Resource Center that can offer important resources and improve access to services for farmworkers and their families in your community. The Department of Community Services and Development (CSD) looks forward to a productive partnership as you execute the plans and activities represented in your application.

Attached is your 2023 Farmworker Resource Center (FRC) Agreement, which includes your organization's 2023-24 allocation as indicated on the Standard Agreement contract face sheet (STD 213). Please use the amount referenced on the contract face sheet when completing your FRC budget forms (e.g., Budget Series, CSD 512A Personnel Costs, CSD 512B Non-Personnel Costs, and CSD 513A and CSD 513B). Note: Your organization must fully expend its 2023-24 allocation by May 15, 2024.

Your organization must execute the 2023 FRC Agreement electronically via DocuSign® by February 28, 2023. To facilitate the timely execution of your Agreement, you received a separate email with a checklist for all required contract deliverables and due dates. Complete and return all required documents outlined in the checklist by the due date via the FRC inbox: FarmworkerResourceCenter@csd.ca.gov.

To provide guidance on the contract elements and aid in the completion of required forms, a mandatory coordination call will be held on Friday, February 3, 2023, from 10:00 a.m. to 11:30 a.m. Additional details for the coordination call will be forthcoming. Please submit any questions you may have prior to the coordination call via email to FarmworkerResourceCenter@csd.ca.gov.

CSD looks forward to working with you so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Scribner', is shown within a rectangular box.

DAVID SCRIBNER, ESQ
Director
Attachments

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

AGREEMENT NUMBER

23G-4551

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Monterey County Health Department

2. The term of this Agreement is: February 15, 2023 through May 15, 2024

3. The maximum amount of this Agreement is: Total \$834,000.00

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

Preamble

Article 1 - Scope of Work

Article 2 - Programmatic Requirements

Article 3 - Contract Construction, Administration, Procedure

Article 4 - Agreement Changes

Article 5 - Administrative Policies and Procedures

Article 6 - Payments

Article 7 - Close-Out-Reporting

Article 8 - Terms, Conditions, and Programmatic Provisions

Article 9 - Compliance Policies and Procedures

Article 10 - State Policy Provisions

Article 11 - General Terms and Conditions - GTC 04/2017

Definitions

Table of Forms and Attachments

Stacy Saetta

DocuSigned by:

Stacy Saetta
C0ECE1B99F444A9...

Approved as to Form

Chief Deputy County Counsel.

3/7/2023

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

CONTRACTOR		California Department of General Services Approval (or exemption, if applicable)			
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) Monterey County Health Department		I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.			
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 1270 Natividad Road, Salinas, CA 93906					
PRINTED NAME OF PERSON SIGNING Elsa Mendoza Jimenez	TITLE Director of Health				
CONTRACTOR AUTHORIZED SIGNATURE Elsa Mendoza Jimenez C7A30BA59CA8423...	DATE SIGNED 3/13/2023				
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME Department of Community Services and Development		DS SP			
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100	CITY Sacramento			STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Chris Vail	TITLE Chief Financial Officer				
CONTRACTING AGENCY AUTHORIZED SIGNATURE C U 5738D524A1A146B	DATE SIGNED 3/14/2023				
Jennifer Forsyth DocuSigned by: Jennifer Forsyth 4E7E657875454AE...				3/13/2023	



CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **2023 Farmworker Resources Center**

PERIOD: **February 15, 2023 through May 15, 2024**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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 attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards 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.

Director of Health

Title

County of Monterey Health Department

Agency/Organization

DocuSigned by:

Elsa Mendoza Jimenez

CTA30BA39CA8423...

Signature

3/13/2023

Date

DISCLOSURE OF LOBBYING ACTIVITIESApproved by OMB
0348-0046Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproductions Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

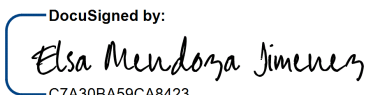
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of Monterey Health Department		<i>Federal ID Number</i> 94-6000524
<i>By (Authorized Signature)</i>  C7A30BA59CA8423...		
<i>Printed Name and Title of Person Signing</i> Elsa Mendoza Jimenez Elsa Jimenez, Director of Health		
<i>Date Executed</i> 3/13/2023	<i>Executed in the County of</i> Monterey	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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PARTS I & II – ENTIRE CONTRACT

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART I

PREAMBLE

This subvention agreement, for the Farmworker Resource Center (FRC) Grant in 2023 (Agreement), is entered into between the Department of Community Services and Development (CSD) and the Contractor named on Form STD 213, the face sheet of this document (Contractor), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- 1.1.1 Contractor shall use funding provided under this Agreement to support the establishment or expansion of a FRC within their respective county that provides access to services and programs designed to address the needs of farmworkers and their families.
- 1.1.2 Contractor shall conduct FRC outreach activities during the term of this Agreement. FRC outreach campaigns must be conducted to reach culturally diverse populations that have been traditionally hard-to-reach and underserved. To this end, activities must be conducted in a culturally and linguistically appropriate manner to effectively meet the needs of the target population and community served.

1.2 Term, Period of Performance, and Amount of Agreement

- 1.2.1 *Term.* The term of this Agreement shall be for the period represented on the face sheet Form STD 213.
- 1.2.2 *Period of Performance.* Contractor shall perform all activities under this Agreement prior to, or until May 15, 2024, regardless of the contract term end date.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

- 1.2.3 *Amount.* The amount of this Agreement shall be as specified on Form STD 213 and is subject to adjustment(s), in accordance with terms herein. Contractor shall expend the full contract amount on or prior to May 15, 2024, and account and report such expenditures no later than June 8, 2024, in accordance with the provisions of this Agreement.
- 1.2.4 Because Program funding is subject to the availability of adequate financial resources, budget allocations, and Contractor's performance, execution of this Agreement does not bestow on Contractor a vested interest, a guaranty of funding, or establish a right of participation in CSD's programs beyond the term of this Agreement.

1.3 Target Region Designation

FRC outreach activities shall be performed in the Contractor's assigned target region as described in Article 2, Section 5. Contractor awarded in this contract shall serve Californians that reside in **Region 2 - Central Coast and Southern California**.

1.4 Legal Authorities – Program Requirements, Standards, and Guidance

- 1.4.1 All activities performed under this Agreement are to be provided in accordance with all applicable state and local laws and regulations including Government Code §12085 et seq. Those laws and regulations may be amended from time to time, including but not limited to the 2021-2022 California Budget Act.
- 1.4.2 *Conflict of laws.* Contractor shall comply with all the requirements, standards, and guidelines contained in the authorities listed herein, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any state law or regulation including Government Code §12085 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply.
- 1.4.2.1 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses (CCC 04/2017).

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- 1.4.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive FRC grant funds, provided:
- 1.4.3.1 That such guidance shall be issued by CSD in writing;
 - 1.4.3.2 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 - 1.4.3.3 That such guidance shall be reasonably necessary to realize the intent and purposes of the FRC grant;
 - 1.4.3.4 That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 - 1.4.3.5 That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in Article 1, Section 2, within a period of time allowing the parties to reasonably comply with any major change(s) in FRC grant requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable state law;
 - 1.4.3.6 That Contractor is duly informed of the risk of contract termination based on CSD's obligation to avoid/minimize interruption of FRC funded activities in any part of the state, if this Agreement terminates due to failure to agree to any necessary amendment; and,
 - 1.4.3.7 That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in Article 1, Section 1.4.3.4 above cannot be achieved, then this contract shall be terminated, in accordance with requirements of state law and established CSD policy and procedure.
- 1.4.4 The state laws, regulations, and other authorities referenced in the present Article 1, Section 4 are hereby incorporated by reference into this Agreement.

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ARTICLE 2 – PROGRAMMATIC REQUIREMENTS

2.1 General

2.1.1 Contractor shall use funding provided under this contract to support the establishment and/or expansion of a FRC within their respective county that provides access to services and programs designed to address the needs of farmworkers and their families. Objectives include:

- 2.1.1.1 Conduct a population assessment of the communities the farmworker resource center would serve, including, but not limited to, an assessment of languages other than English or Spanish that would need to be accommodated by the center.
- 2.1.1.2 Develop and deliver services and programs designed to meet the identified needs of farmworker populations through either traditional brick-and-mortar resource centers or mobile centers that reach farmworkers where they live and work.
- 2.1.1.3 Establish farmworker resource centers that provide farmworkers and their families information and access to services related to, among other things, labor and employment rights, education, housing, immigration, and health and human services.
- 2.1.1.4 Partner with trusted organizations in the community to implement effective outreach and service activities.
- 2.1.1.5 Disseminate clear, accurate, and consistent information to target audiences in English, Spanish, and other appropriate languages.
- 2.1.1.6 Reach culturally diverse and historically underserved populations to increase awareness of relevant available services.
- 2.1.1.7 Maintain a database that collects, tracks, and reports outcomes on outreach and service efforts to assess the effectiveness of different outreach and service strategies.
- 2.1.1.8 Increase access to existing services for farmworkers and their families by expanding and maintaining the capacity and infrastructure of existing and new farmworker resource centers through the:
 - 1. Establishment of new farmworker resource centers;
 - 2. Extension of hours of operation; and

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3. Improved recruitment and retention of high-quality staff and volunteers.

2.2 Required Documents

Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation. The following documents shall be returned to the Budget and Contracts Services Unit at BNCS@csd.ca.gov within 45 calendar days of receipt:

- 2.2.1 Current Insurance or Self-Insurance Authority Certification; and
- 2.2.2 Board Resolution authorizing execution of this Agreement.
- 2.2.3 In addition to the documentation requirements set forth in Article 2.2.1 and 2.2.2, CSD's obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below. The following documents shall be returned to the assigned FRC Program Representative within 30 calendar days of receipt, and shall each be subject to approval by CSD in form and substance:
 - 2.2.3.1 FRC Contract Budget Series (CSD 512);
 - 2.2.3.2 FRC County Matching Funds Budget Series (CSD 513);
 - 2.2.3.3 FRC Workplan (CSD 514)
 - 2.2.3.4 FRC Project Timeline (CSD 514PT);
 - 2.2.3.5 FRC CSD Subcontractor List (CSD 163);
- 2.2.4 *Board Resolution.* Contractor must also submit a governing board resolution with a DocuSign signature or a wet signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2023 FRC Agreement and any amendments.
- 2.2.5 CSD shall maintain a certified date-stamped copy of this Agreement for inspection by Contractor during normal business hours.
- 2.2.6 This Agreement may not be changed or altered by any party, except by a formal written, fully executed amendment or as provided in Article 4 – Agreement

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Changes. Upon such amendment of any provision, the amended PDF version shall be date-stamped and made available upon request until such time as a subsequent agreement or amendment is executed by the parties.

- 2.2.7 Contractors that are public or governmental entities with local provisions requiring receipt of a copy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive copies for execution and retention.

2.3 Contractor Workplan and Budget

- 2.3.1 Contractor shall conduct FRC administration and service delivery in accordance with Contractor's approved Workplan (CSD 514). Contractor shall also submit detailed program reports (CSD 514PR), in accordance with Article 2, Section 9.
- 2.3.2 Contractor shall complete and submit the FRC Budget forms (CSD 512S Budget Series, CSD 512A Personnel Costs, and CSD 512B Non-Personnel Costs), Workplan (CSD 514) and Subcontractor Information List (CSD 514SL) referenced in Article 3, Section 3.1.4.2. CSD shall not reimburse expenditures until such forms are received and approved.
- 2.3.3 The 2022 Notice of Funding Availability (NOFA) FRC Grant, corresponding appendices, addendums, and Contractor application, are hereby incorporated by reference into this Agreement. If any parts of the 2022 NOFA FRC Grant are inconsistent with this Agreement, the Agreement prevails.

2.4 Matching Funds Requirement

- 2.4.1 Contractor shall provide a minimum of 25 percent matching funds in cash that shall meet the following criteria:
1. They are verifiable funding source.
 2. They are allowable and allocable to support FRC administration and activities included in the approved scope of work and uses are not prohibited under federal, state, or local government laws or regulations.
 3. The expenditure of matching funds is auditable and documented to a level where the expenditure can be traced to a specific FRC activity represented

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in the Contractor's approved Workplan (CSD 514).

2.5 Allowable Costs and Reimbursement

- 2.5.1 CSD shall reimburse Contractor for approved and allowable expenditures incurred by Contractor on a quarterly basis.
- 2.5.2 Incurred expenses may be charged to either this contract or the 25 percent matching funds. Expenses may be allocated to both funding sources (e.g., on a 75%/25% basis), but the same expense may not be charged to both funding sources (i.e., no double-billing).
- 2.5.3 Funds may not be used to pay for alcoholic beverages, bad debts, charitable contributions or donations, contingency reserves, fines and penalties resulting from violations of federal, state, and local laws and regulations, fund-raising, goods and services for personal use of employees, idle facilities unless necessary due to fluctuations in workload, insurance of lives of trustees, officers or employees when Contractor is a beneficiary, lobbying costs, food, or entertainment or promotional items, such as "swag" gifts. "Swag gifts" include but are not limited to toys, pens, buttons, and clips.

2.6 Outreach Activity Guidelines

Examples of potential outreach activities are listed below. Other types of innovative outreach not explicitly listed are allowed and encouraged, per CSD approval, if a Contractor can clearly establish the effectiveness of the proposed outreach activity.

Outreach Type	Activity
Web	• Create or maintain a linguistically and culturally sensitive website or webpage(s) specifically designed to promote and maximize awareness of the Farmworker Resource Center programs and services. • Host educational information and updates.

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Outreach Type	Activity
Social Media	Disseminate messaging, share success stories, and inform the public about assistance available in the local community via social media channels that may include, but are not limited to: • Facebook • Instagram • Twitter • YouTube • TikTok
Canvassing	Make contact in targeted residential neighborhoods and community gathering places to engage individuals and families in one-on-one interactions. Canvassing can include traditional door-to-door activities, text messaging campaigns, phone banking, and other direct, targeted, person-to-person efforts to reach farmworkers and their families.
Media	Outreach through earned and unearned media activities through the following channels, including: • Print • Radio • TV • Internet/Website Advertising • Social Media Promoted/Boosted Advertising
Collateral Messaging	Distribute messaging in multiple languages that are culturally appropriate for target audiences and demographics through the following mediums: • Flyers/Brochures • Direct mailers • Newsletters
Group Events	Host or participate in coordinated outreach events (virtual or in-person) to engage groups of eligible people (more than one individual/family) at locations that may include: • Community gatherings • Resource fairs • Mega-events • Local businesses • Educational forums

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Outreach Type	Activity
	• Local free tax preparation assistance and filing service locations such as Volunteer Income Tax Assistance (VITA) sites • Grocery stores/Libraries • Food banks • Churches • Healthcare clinics including vaccination clinics • Schools • Public Meetings (City County, School Boards, etc.)

At a minimum, outreach activities must be provided in English, Spanish, and one additional indigenous language based on local need. Activities shall be conducted in additional languages, as appropriate, to engage culturally diverse populations in targeted regions. Attention should be given to strategies that engage non-English language media.

2.7 Services and Functions

Contractor shall perform an assessment of the needs of the farmworker communities in their specific service area. While the array of programs offered will differ based on the results of this assessment, the FRC contractor will provide information about and access to:

2.7.1 Labor and employment rights and legal services

- Wage and hour rights and claims
- Tenant rights/Homelessness prevention
- Occupational health and safety (e.g., sexual harassment, pesticides, wildfire smoke, COVID-19, etc.)
- Legal advocacy
- Completion of documents and forms

2.7.2 Employment assistance and advocacy

- Job readiness training
- Workforce Innovation and Opportunity Act (WIOA) National Farmworkers Jobs Program referrals
- Career coaching
- Resume and cover letter development

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- Interview skills training
- Job referrals
- Job placement assistance
- On-the-job training opportunities
- Post-employment mentoring
- Employer outreach to identify and address key workforce readiness and safety issues

2.7.3 Education access and support

- Apprenticeship and Job Readiness Programs
- Computer and internet access
- English language education
- GED and high school diploma acquisition
- Free Application for Federal Student Aid (FAFSA) and financial aid application assistance
- Mobile/Remote in-home tutoring and mentoring
- School transportation of students in remote rural areas
- Youth bus passes
- School supplies

2.7.4 Financial assistance

- Financial literacy and financial management classes
- Volunteer Income Tax Assistance (VITA) and Earned Income Tax Credit (EITC) referral

2.7.5 Emergency supportive services and referrals

- Rental and deposit assistance
- Temporary housing assistance
- Utility assistance
- Food, clothing, household goods, hygiene products
- Citizenship and immigration legal services
- Citizenship classes
- Deferred Action for Childhood Arrivals (DACA) process navigation
- Family petition assistance

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- Deportation prevention
- 2.7.6 Health and human services
- Mental health
 - Childcare assistance
 - Safe water access
 - Clean, safe food access

2.8 Grant Requirements

Grant requirements include, but are not limited to, the following:

- 2.8.1 Funds must be spent in a manner that serves the intended purposes of AB 941 (Chapter 203, Statutes of 2021).
- 2.8.2 Funds must be used for cost-effective activities that have measurable, trackable outcomes.
- 2.8.3 Grant funds must support new farmworker resource program activities or expand upon existing efforts. These funds are not intended to replace or supplant existing county programs that provide resources to farmworkers.
- 2.8.4 Contractor must be a county government entity from a county identified in Part I, Section 2.5: Target Regions.
- 2.8.5 Contractor shall provide 25 percent of program funds for the life of the grant. For grants of \$833,000, the Contractor is required to provide \$208,250 to the program during the grant term.
- 2.8.6 Contractor administrative costs cannot exceed 15 percent of operating budget submitted during contract execution. Administrative costs consist of expenses related to functions that do not directly support a specific program or service. These costs include, but are not limited to, general management of the agency such as executive office functions, accounting, budgeting, personnel, and legal services.
- 2.8.7 Contractor must complete a population assessment sufficient to determine the ideal model for program delivery (e.g., hours and days of operation, etc.), as well as

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the language and service needs of the community the farmworker resource center would serve. To ensure the programs and services designed to address the needs of farmworkers and their families are informed by the findings of the population assessment, Contractor must complete the initial population assessment by April 30, 2023. Contractor must monitor local trends on an ongoing basis and adjust programs and services accordingly.

- 2.8.8 Contractor must provide program services in English, Spanish, and at least one indigenous language to allow for equitable program access for the target community based on assessed need.
- 2.8.9 Contractor must provide assistance to farmworkers and their families through either traditional brick and mortar locations or mobile outreach depending on local need.
- 2.8.10 Contractor must maintain a cost-effective database and provide this data to CSD upon request. At a minimum, this database must include:
 - Name and types of calls received
 - Referrals made and their outcomes
 - Claims filed and their outcomes
 - Program outcomes
 - Participant demographic information
- 2.8.11 Contractor must provide quarterly programmatic and fiscal reporting as required by CSD.
- 2.8.12 Contractor must comply with fiscal and programmatic evaluations. To ensure adequate time to provide the programs and services designed to address the needs of farmworkers and their families within the contract term, grantee farmworker resource centers must be established, operational, and providing programs and services by July 15, 2023.
- 2.8.13 Contractor must maintain participant files sufficient to document programs and services provided as well as outcomes achieved.
- 2.8.14 Contractor must participate in mutually agreed upon check-in calls with CSD.
- 2.8.15 Contractor must establish or utilize existing linkages with local and/or

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statewide community-based organizations already serving farmworker communities.

2.8.16 Contractor that utilizes subcontractors are responsible for ensuring all participants within their coalition adhere to the 2022 NOFA FRC Grant and contractual requirements. This includes, but is not limited to:

1. Effective monitoring and communication processes that ensure adherence to both financial management and participant demographic and program data collection.
2. Ensuring any subcontractors or community partners understand their role in delivering services successfully and the processes by which funds are requested and distributed.

2.8.17 Contractor shall collect success stories documenting how FRC services and outreach activities are benefiting and impacting the lives of those receiving services. Upon request, stories should be collected from individuals and families accessing resources and/or receiving services and documented on Contractor's quarterly programmatic report.

2.9 Reporting

2.9.1 Contractor shall complete and submit to CSD a quarterly detailed FRC Program Report (CSD 514PR) as directed by CSD on April 30, 2023, July 31, 2023, October 31, 2023, January 31, 2024, April 30, 2024, and June 8, 2024. If the due date falls on Saturday, Sunday, or a holiday, the report will be due the following business day.

2.9.2 Contractor shall complete and submit to CSD quarterly expenditures for reimbursement by entry into the web-based Expenditure Activity Report System (EARS) on or before the due date following each reporting period. If the due date falls on Saturday, Sunday, or a holiday, the entry to EARS will be due the following business day.

2.9.3 On a quarterly basis, Contractors must report the expenditure of matching funds in a way which is auditable and documented to a level where the expenditure can be traceable to a specific FRC activity as represented in Contractor's workplan. Failure to submit [quarterly] reporting reflecting reporting of matching funds may result in a corresponding reduction in expense reimbursement (up to 25%), subject to receipt of updated information regarding expenditure of matching funds.

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2.9.4 Expenditures entered quarterly into EARS must reconcile with budget details indicated in the Program Report (CSD 514PR) before the approval of expenditures by CSD.

2.9.5 For both programmatic and expenditure reporting, see specific due dates below.

Reporting Period	Reporting Period Ends	Reports Due
1	March 31, 2023	April 30, 2023
2	June 30, 2023	July 31, 2023
3	September 30, 2023	October 31, 2023
4	December 31, 2023	January 31, 2024
5	March 30, 2024	April 30, 2024
6	May 15, 2024	June 8, 2024

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ARTICLE 3 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

3.1 Base Contract and Whole Agreement

3.1.1 This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.

3.1.2 Part I is the “Base Contract” which consists of the following:

3.1.4.1 The face sheet (Form STD 213) specifies:

1. the parties to the Agreement;
2. the term of the Agreement;
3. the maximum dollar amount of the Agreement; and
4. the authorized signatures and dates of execution.

3.1.4.2 The Preamble, Article 1, and Article 2.

3.1.3 Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms, and technical materials necessary for implementation.

3.1.4 Contract Elements Integral to Agreement and Enforceability Conditions

3.1.4.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:

1. Contractor Certification Clauses (CCC 04/2017)
2. Current Insurance or Self-Insurance Authority Certification
3. Board resolution authorizing execution of this Agreement.

3.1.4.2 Prior to reimbursement of expenditures, Contractor, in addition to the documents required for execution set forth in Article 3, Section 1, paragraph 3.1.4.1, must complete the following 512 Budget Series and

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513 County Matching Funds Budget Series forms, and submit them electronically to the assigned CSD program representative.

1. FRC Budget Series (CSD 512A and CSD 512B)
2. FRC County Matching Funds Budget Series (CSD 513A and CSD 513B)
3. FRC Workplan (CSD 514)
4. FRC Timeline (CSD 514TL)

3.1.4.3 Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.

3.1.4.4 Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 4, Section 1.

3.2 State Contracting Requirements – “General Terms and Conditions, (GTC 04/2017)”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Agreement. The provisions in their entirety are found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

3.3 Contractor’s Option of Termination

3.3.1 Contractor may, at Contractor’s sole option, elect to terminate this Agreement in lieu of adherence to the procedures set out in Article 1, Section 4, should Contractor determine that any subsequent program guidance or proposed amendment to the Agreement is unjustifiably onerous or otherwise adverse to Contractor’s legitimate business interests and ability to implement the Agreement in an effective and reasonable manner, provided:

3.3.1.1 Such notice of termination is in writing and will be effective upon receipt

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by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.

3.3.1.2 Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

3.3.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the Agreement. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

3.3.3 Contractor shall, within 60 calendar days of termination, closeout the contract in accordance with contractual closeout procedures.

3.3.4 By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in loss of any potential future FRC funding.

3.4 State Budget Contingency

3.4.1 It is mutually agreed that if funds are not appropriated for implementation of FRC grant activities through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated, and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

3.4.2 If FRC funding for any fiscal year is reduced to such degree that CSD reasonably determines that the grant activities cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

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3.5 Miscellaneous Provisions

- 3.5.1 *Assignment.* Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- 3.5.2 *Merger/Entire Agreement.* This Agreement, including the attachments, documents and instruments referred to in this Agreement, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- 3.5.3 *Severability.* If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- 3.5.4 *Notices.* Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States Mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:

California Department of Community Services and Development
Program Development and Reporting Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

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PART II

Subpart A – Administrative Requirements

ARTICLE 4 – AGREEMENT CHANGES

4.1 Amendments

- 4.1.1 Formal amendments to this Agreement are required for changes to the term, total cost or maximum amount, formal name changes, and/or any terms and conditions outlined in Article 1, Section 2. No amendment to this Agreement shall be valid unless made in writing, signed by the named parties, and approved as required. No verbal understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 4.1.2 If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Agreement term.
- 4.1.3 All closeout materials must be submitted to CSD no later than June 8, 2024.
- 4.1.4 *Period of Performance.* Contractor shall perform all services and activities under this Agreement prior to, or up to May 15, 2024, regardless of the contract term end date.

4.2 Minor Modification

- 4.2.1 Any request(s) for modification to Contractor's FRC Workplan (CSD 514) or Budget (CSD 512A, 512B) documents must be submitted on a CSD 425b, *Justification for Contract Amendment/Modification*, with a copy of the Contractor's modified FRC Workplan and/or Budget, no later than 45 calendar days prior to the expiration date of this Agreement. All modifications are subject to CSD's approval.

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ARTICLE 5 - ADMINISTRATIVE POLICIES AND PROCEDURES

5.1 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- 5.1.1 Segregation of duties appropriate to safeguard State assets.
- 5.1.2 Access to agency assets is limited to authorized personnel who require these assets in the performance of their assigned duties.
- 5.1.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- 5.1.4 Practices to be followed in performance of duties and functions.
- 5.1.5 Personnel of a quality commensurate with their responsibilities.
- 5.1.6 Effective internal review.

5.2 Record Retention and Record Keeping Responsibilities

- 5.2.1 Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report (CSD 514FR). However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed. Contractor shall maintain a separate hard copy or electronic file.
- 5.2.2 Contractor assures that employee records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977 (Civ. Code §§ 1798, et seq.), as amended, and the Federal Privacy Act of 1974 (5 U.S.C. § 552a), as amended.

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5.3 Insurance Requirements

- 5.3.1 By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 5.3.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 5.3.3 In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.
- 5.3.4 New Certificates of Insurance will be reviewed for content and form by CSD.
- 5.3.5 In the event Contractor fails to maintain in effect, at all times, the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.
- 5.3.6 Except for workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 5.3.7 The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- 5.3.8 Should Contractor utilize a subcontractor(s) to provide FRC outreach activities under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

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5.4 Specific Insurance Requirements

5.4.1 Self-Insurance

5.4.1.1 When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

5.4.1.2 Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

5.4.1.3 In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within 30 calendar days of expiration of insurance.

5.4.1.4 In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

5.4.2 Workers' Compensation Insurance

5.4.2.1 Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

5.4.2.2 Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

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5.4.3 Commercial or Government Crime Coverage (Fidelity Bond)

5.4.3.1 Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter “fidelity bond”) shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

5.4.3.2 Contractor’s fidelity bond coverage limits shall not be less than a minimum amount of four percent of the total amount of consideration set forth under this Agreement.

5.4.3.3 Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

5.4.4 General Liability Insurance

5.4.4.1 Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

5.4.4.2 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

5.4.5 Vehicle Insurance

5.4.5.1 Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

5.4.5.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the

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term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage (Driving to and from work is not within the scope of employment.).

5.4.5.3 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

5.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798, et seq.), and such other State laws and regulations as may apply. The parties hereto agree to the requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM). In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements.

5.6 Services Offered

Data exchange between CSD and Contractor shall be handled through one of three methods: (1) a Contractor user must upload data files or perform data entry/transfer using credentials provided by CSD; (2) Contractor must utilize CSD's web applications as configured by the Contractor technology vendor; or (3) via email using security protocols, such as encryption and redaction, for any sensitive data.

5.7 Data Protection

5.7.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules. No personal financial information (e.g., credit card, bank account numbers) shall be stored or exchanged in the data exchange sessions.

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- 5.7.2 Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 5.7.3 Data exchanged between CSD and Contractor via email communication must have all personally identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.
- 5.7.4 Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

5.8 Contractor Systems Security

- 5.8.1 The physical location of the computing and data storage devices (e.g., servers) shall be within controlled access facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by appropriate identification authentication, and authorization methods to validate the approved users.
- 5.8.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 5.8.3 Contractor shall securely destruct data by sanitizing media prior to disposal.
- 5.8.4 Contractor shall keep security patches, anti-virus, and anti-malware software up to date on all systems on which data may be used.

5.9 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a), Trade Secrets Act (18 U.S.C. § 1905) and the Stored Communications Act (18 U.S.C. § 2701).

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Technology and systems code and functionality are owned by the respected parties and may not be shared with anyone else or used without the consent of the owner.

5.10 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to the CSD Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

5.11 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

5.12 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

5.13 Travel and Per Diem

5.13.1 Contractor's total travel and per diem costs for in-state travel shall be included in the Agreement Budget Detail (CSD 512B). Travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.

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Out-of-state travel is expressly prohibited.

- 5.13.2 In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of Title 2 of the California Code of Regulations §§599.615 through 599.638.1 and shall be reimbursed in accordance with the terms contained therein.

5.14 Codes of Conduct

- 5.14.1 *Written standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by state funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractor or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- 5.14.2 *Self-dealing prohibited.* Contractor shall not pay state funds received from CSD to any entity in which it or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary.
- 5.14.3 Contractors must adhere to all Fair Political Practices Commission (FPPC) Regulations as referenced in <http://www.fppc.ca.gov/the-law/fppc-regulations.html>.

5.15 Conflict of Interest

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- 5.15.1 Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- 5.15.2 Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5.16 Procurement Standards

- 5.16.1 *Maintenance of written procurement procedures.* Contractors shall administer this Agreement in accordance with all State rules and regulations. Contractors shall establish, maintain, and follow written procurement procedures consistent with state procurement standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open, and free competition.
- 5.16.2 *Eligible bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. To ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Contractors are encouraged to solicit goods and or services with Department of General Services Certified Small/Microbusiness and Disabled Veteran Business Enterprises.
- 5.16.3 Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.

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- 5.16.4 Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- 5.16.5 *Non-Competitive Bid Justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. “Adequate justification” must include, but is not limited to: (1) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (2) description of sole vendor/supplier’s unique qualifications to provide the goods or services in question; and (3) analysis of cost(s) to demonstrate reasonableness.
- 5.16.6 *Emergency procurements.* In cases of bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5.16.7 *CSD Lease/Purchase Pre-Approval Requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of \$10,000 or more through the submission of a *Request for Pre-Approval of Equipment Purchase* (CSD 558) to CSD at least 15 calendar days prior to execution of the transaction. Transactions without CSD’s prior written approval may be disallowed.
- 5.16.8 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with State requirements.
- 5.16.9 Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

5.17 Subcontracts

- 5.17.1 Contractor may enter into subcontracts to perform part or all of the direct FRC grant activities covered under this Agreement. Subcontractors are subject to all

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state laws and regulations. Prior to the commencement of subcontracted FRC grant activities, Contractor shall obtain CSD approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement by listing all subcontractors on the FRC Subcontractor Information Worksheet (CSD 514SI).

- 5.17.2 *Notification of subcontract execution.* Contractor shall provide written notification to CSD within 30 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification, performed by completing the FRC Subcontractor Information Worksheet (CSD 514SI) certifies that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency.
- 5.17.3 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- 5.17.4 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method deemed sufficient to meet the Contractor's responsibility to substantiate costs.
- 5.17.5 Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as

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well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).

- 5.17.6 Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to reimburse Contractor for actual expenditures incurred. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.
- 5.17.7 In the event CSD suspends, terminates, and/or makes changes to the FRC outreach activities to be performed under this Agreement, Contractor shall notify all its subcontractors in writing within five business days of receipt of notice of such action.

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Subpart B – Financial Requirements

ARTICLE 6 – PAYMENTS

6.1 Payments

Allowable Costs and Reimbursement

- 6.1.1 CSD shall reimburse Contractor for approved and allowable expenditures incurred by Contractor on a quarterly basis.
- 6.1.2 Funds may not be used to supplant existing federal, state, or private funds allocated to conduct the same or similar work.
- 6.1.3 Funds may not be used to pay for alcoholic beverages, bad debts, charitable contributions or donations, contingency reserves, fines and penalties resulting from violations of federal, state, and local laws and regulations, fund-raising, goods and services for personal use of employees, idle facilities unless necessary due to fluctuations in workload, insurance of lives of trustees, officers or employees when Contractor is a beneficiary, lobbying costs, food, or entertainment or promotional items, such as “swag” gifts. “Swag gifts” include but are not limited to toys, pens, buttons, and clips.
- 6.1.4 Upon approval of deliverables CSD shall reimburse (as specified by Contractor on the Payee Data Record STD 204) Contractor for actual expenditures incurred. Reimbursement of actual expenditures incurred is subject to receipt and approval of a certified quarterly Expenditure/Activity Report and a programmatic report (CSD 514PR) for the corresponding period, as provided in Article 2, Section 8.
- 6.1.5 Subsequent reimbursements to Contractor shall be contingent upon receipt and approval by CSD of the preceding quarterly EARS Report.
- 6.1.6 Approval of EARS Reports for Reporting Period 5 may be contingent upon CSD’s confirmation that Contractor complied with the statutory requirement to provide at least 25 percent of the center’s funding. CSD retains lien rights on all grant funds and reserves the right to demand repayment in the event of Contractor’s noncompliance with the matching requirements pursuant to Government Code Section 12713(b).

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ARTICLE 7 – CLOSE-OUT REPORTING

7.1 Close-Out Report

- 7.1.1 Within 18 calendar days after the expiration of the current period of performance (May 15, 2024) or when all funds have been fully expended under this Agreement, Contractor shall submit a final programmatic report, using form CSD 514FR – Final Report. The Final report should be submitted electronically to the assigned CSD program representative no later than June 8, 2024.
- 7.1.2 Within 18 calendar days after the expiration of the current period of performance (May 15, 2024) or when all funds have been fully expended under this Agreement, Contractor shall submit final expenditures by entry into EARS no later than June 8, 2024.
- 7.1.3 All adjustments must reflect the actual expenditure period and be submitted by entry into EARS.
- 7.1.4 Subsequent payments for expenditures under any open FRC contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

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Subpart C – Programmatic Requirements

ARTICLE 8 –TERMS, CONDITIONS, AND PROGRAMMATIC PROVISIONS

8.1 Program Standards and Regulatory Requirements

8.1.1 Program Standards

8.1.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Agreement as if attached hereto:

1. CSD Guidance Documents; and
2. Contractor Workplan (CSD 514)

Upon execution of the Agreement, Contractor acknowledges receipt of all current policies and protocols.

8.1.1.2 In the event of inconsistencies between policies and field protocols contained within the FRC Policies and Procedures (Guidelines) and this Agreement, Contractor shall abide by the terms of this Agreement.

8.1.2 Fair Hearing for Denial of Participant Benefits by Contractor

8.1.2.1 Pursuant to 22 Cal. Code Regs. § 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within 20 calendar days from the denial of assistance.

8.1.2.2 Within five business days of receipt of an appeal from a participant, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than 30 calendar days from the receipt of the request.

8.1.2.3 The participant may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing.

ARTICLE 10 –STATE POLICY PROVISIONS

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Subpart D – Compliance Requirements

ARTICLE 9 – COMPLIANCE POLICIES AND PROCEDURES

9.1 Right to Monitor, Audit, and Investigate

- 9.1.1 Any duly authorized representative of the State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing Grant activities under this Agreement through on-site inspections, audits, desk reviews, and other applicable means the State determines necessary.
- 9.1.2 Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to general ledgers, documents, papers, and records. Contractor shall agree to make such information available to the State government or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 9.1.3 Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with applicable federal and state requirements, with reference to 42 USC §§ 9914-9916, and 22 Cal. Code Regs. § 100730, as amended.
- 9.1.4 All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the State government access to the working papers of said audit firm(s).

9.2 Compliance Monitoring**9.2.1 Contractor's and CSD's Shared Responsibilities**

- 9.2.1.1 As the recipient of funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable State laws, and for tracing all costs to the level of expenditure.

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9.2.1.2 As the State FRC administrator, CSD may conduct onsite, desk reviews, and follow-up monitoring, and other audits/reviews as necessary, to ensure that:

1. Contractor meets CSD performance goals, administrative and financial management standards, and other requirements applicable to State - funded programs; and
2. Funds allocated to Contractor are expended for the purposes identified in State law for allowable and allocable costs.

9.2.2 CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance. Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, general ledgers, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the FRC outreach activities funded directly or indirectly by this Agreement.

9.2.3 In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance.

9.2.4 Collection of Disallowed Costs

9.2.4.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment as specified in such final report.

9.2.4.2 *Time for response.* Contractor has 30 calendar days from receipt of the final decision to submit payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

9.2.4.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of

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questioned costs as provided above in subparagraph 9.2.4.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4.4.5, subparagraph 3 of this Agreement, for CSD's final determination of disallowed costs.

9.2.4.4 All statements, notices, responses, and demands issued in accordance with this paragraph shall be in writing.

9.2.4.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 9.4.3.

9.3 Auditing Standards and Reports

9.3.1 Audit Reports

9.3.1.1 Funds provided under this Agreement shall be subject to audit conducted by CSD.

9.3.1.2 Contractors may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents upon 30 calendar days written notice.

9.3.2 If Contractor fails to comply with the audit requirements under this section, CSD may impose sanctions, which may include:

9.3.2.1 Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by CSD;

9.3.2.2 Disallowing all or part of the cost of the activity or action not in compliance;

9.3.2.3 Wholly or partly suspending or terminating the award;

9.3.2.4 Recommending that suspension or debarment proceedings be initiated by CSD;

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9.3.2.5 Withholding awards for the project or program; and/or

9.3.2.6 Taking other remedies that may be legally available.

9.3.3 Collection of Disallowed Costs

9.3.3.1 In the event questioned costs are identified in Contractor's single audit report or in the report of other audit conducted by, or on behalf of, CSD in connection with the implementation of this Agreement, Contractor shall comply with any demand for repayment made, as specified in the Audit Transmittal Report (TR) or other audit repayment demand document.

9.3.3.2 *Time for response.* Contractor has 30 calendar days from receipt of the TR or comparable document to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

9.3.3.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided in paragraph 9.3.3.2, CSD shall, after consideration of Contractor's submission, issue a Notice of Disallowed Costs, if any are determined to be owing, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9, Section 4.4, subparagraph 5 of this Agreement, for CSD's final determination of disallowed costs.

9.3.3.4 All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

9.3.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 9.3.3.2.

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9.4 Enforcement Actions Resulting from Noncompliance with this Agreement**9.4.1 Legal Authority**

The authority for CSD Enforcement Actions, as defined in paragraph 9.4.2, and for cost disallowances/ recovery of misused funds is found in State law and the provisions of this Agreement. The parties to this Agreement agree that the present article shall: (1) guide, inform and clarify the Enforcement Process; (2) establish the procedures to be followed; and (3) establish the rights and obligations of the parties with respect to the enforcement process, for purposes of implementing the principles set out in the applicable legal authorities.

9.4.2 Definitions

9.4.2.1 *Enforcement action.* For purposes of this Article, ‘enforcement action’ shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor’s inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement actions may include any of the following: (1) a determination of cost disallowance; (2) contract suspension; (3) contract termination.

9.4.2.2 *Material breach.* means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State law, which act or omission:

1. Constitutes fraud or gross negligence by Contractor or its agent(s);
2. Is likely to result in significant waste and/or abuse of state funds;
3. Has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;
4. Violates or otherwise disregards significant program guidance and other requirements of the State government, whether issued directly or through CSD;

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5. May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractor, creditors, suppliers, vendors, or other stakeholders; or
6. May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

9.4.3 Initiation of Enforcement Action

9.4.3.1 *Grounds for enforcement action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor's noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an enforcement action.

9.4.4 Special Conditions and Sanctions

9.4.4.1 CSD may impose Special Conditions and/or Sanctions, as an enforcement action, upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information:

1. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
2. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
3. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

9.4.4.2 Special Conditions may include, but are not limited to:

1. Requiring Contractor to obtain training and/or technical assistance;
2. Imposition of special or additional reporting requirements;

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3. Special or conditional cost reimbursement requirements and procedures;
4. Provision of documentation by Contractor; and/or
5. Requiring Contractor to amend or modify systems, procedures, and/or policies;

9.4.4.3 Sanctions may include, but are not limited to:

1. Suspension of advances and/or reimbursements; and/or
2. Issuance of notices to suspend operations.

9.4.4.4 Sanctions may not be imposed without affording the Contractor an opportunity to be heard, *unless* CSD reasonably determines, based on credible information, that:

1. Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or
2. Associated costs are otherwise very likely to be disallowed; and
3. Taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.

9.4.4.5 Procedures for Review of Special Conditions and/or Sanctions

1. If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.
2. CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

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3. *Hearing.* Within five business days of receipt of a Notice of Enforcement Action, Contractor may request a hearing for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.
4. Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.
5. Special conditions and sanctions shall remain in effect until CSD reasonably determines that such conditions/sanctions are no longer necessary, or an alternative course of action is more appropriate.

9.4.4.6 Enforcement Action Cost Disallowance

1. *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.
2. Statements of Questioned Costs shall include, at minimum:
 - a. Particular item(s) of cost questioned and the specified amount(s) by type or category of costs;
 - b. Factual basis for questioning costs, and the information and/ or documentation required to justify payment of the costs; and
 - c. Timeframe and procedures for Contractor's submission of the required information or documentation to CSD.
3. *Investigative audits and reports.* If CSD determines that more information is required before a Statement of Questioned Costs can

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be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files, and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants, and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.

4. *Effect of non-cooperation with investigative audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to subparagraph D.3, above, CSD may impose sanctions as provided in subparagraph C. 4, and/or issue a Notice of Disallowed Costs as determined appropriate.
5. *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include:
 - a. The amount of disallowed costs to be repaid, if any; and
 - b. The date by which repayment must be made or, in the alternative,
 - c. The date by which Contractor must submit a proposed repayment plan for consideration by CSD.
6. *Right to dispute Notice.* Not later than five business days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein.
7. *Waiver of right to dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided above in subparagraph 6, the Notice of Disallowed Costs shall be deemed final, and Contractor shall be obligated to comply with the requirements of the Notice.

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8. Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

- a. State requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;
- b. The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;
- c. The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and
- d. Contractor's financial condition and ability to pay.

9.5 Russia Sanction

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide written response. Termination shall be at the sole discretion of the State.

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Subpart E – Certifications and Assurances

ARTICLE 10 – STATE POLICY PROVISIONS

10.1 State Certifications Regarding Debarment, Suspension, and Related Matters

10.1.1 Contractor hereby certifies to the best of its knowledge that it, any of its officers, and any subcontractor(s):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (state, or local) with commission of any of the offenses enumerated in Article 9.1.1; and
4. Have not, within a three-year period preceding this Agreement, had one or more public (state, or local) transactions terminated for cause or default.

10.1.2 If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State law governing the FRC program.

10.1.3 Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment,

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declared ineligible, or voluntarily excluded from covered transactions by any state department or agency.

10.1.4 Contractor's signature affixed to Part I of this Agreement shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

1. Drug-Free Workplace Requirements, Contract Certification Clauses (CCC 04/2017)
2. National Labor Relations Board Certification (CCC 04/2017)
3. Expatriate Corporations (CCC 04/2017)
4. Domestic Partners (CCC 04/2017)
5. Labor Code/Worker's Compensation (CCC 04/2017)
6. American with Disabilities Act (CCC 04/2017)
7. Contractor Name Change (CCC 04/2017)
8. Resolution (CCC 04/2017)
9. Air or Water Pollution Violation (CCC 04/2017)
10. Information Integrity and Security (Department of Finance, Budget Letter 04-35)
11. Safeguarding Against Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11)

10.1.5 The above documents are hereby incorporated by reference into this Agreement.

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Subpart F – State Contracting Requirements**ARTICLE 11 – GENERAL TERMS AND CONDITIONS - GTC 04/2017**

- 11.1 **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 11.2 **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 11.3 **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of CSD in the form of a formal written amendment.
- 11.4 **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation about the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Title 2, Section 1896).
- 11.5 **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 11.6 **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

SUBPART G – DEFINITIONS

PARTS I & II – ENTIRE CONTRACT

- 11.7 **TERMINATION FOR CAUSE:** CSD may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination CSD may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- 11.8 **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 11.9 **RECYCLING CERTIFICATION:** Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 11.10 **AFFIRMATIVE ACTION COMPLIANCE**
1. Each contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
 2. The written Affirmative Action Compliance Program shall follow the guidelines set forth in 41 CFR § 60-1.40, §§ 60-2.10 through 60-2.32, and §§ 60-741.01 through 60-741.47.
 3. Each contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall fully comply with the requirements thereof.
- 11.11 **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,

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gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11.12 SPECIFIC ASSURANCES

1. *Pro-Children Act of 1994.* This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.
2. This Agreement incorporates by reference all provisions set forth in "Child Support Services and Referrals", under 42 USC § 9919(b).
3. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.
4. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

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5. *Political Activities.* Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
 6. *Lobbying Activities.* Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93 (Appendix A).
- 11.13 CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 11.14 TIMELINESS: Time is of the essence in this Agreement.
- 11.15 COMPENSATION: The consideration to be paid to Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 11.16 GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 11.17 ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:
- 11.17.1 The Government Code Chapter on Antitrust claims contains the following definitions:
1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

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2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- 11.17.2 In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tender's final payment to the bidder. Government Code Section 4552.
- 11.17.3 If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- 11.17.4 Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (1) the assignee has not been injured thereby, or (2) the assignee declines to file a court action for the cause of action. Government Code Section 4554.
- 11.18 CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
- 11.18.1 The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 11.18.2 The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all

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new employees to the New Hire Registry maintained by the California Employment Development Department.

- 11.19 UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 11.20 PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Pub. Contract Code §10353.
- 11.21 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- 11.21.1 If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 calendar days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
- 11.21.2 If for this Contract Contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then Contractor must within 60 calendar days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)
- 11.22 LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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Subpart G – Definitions

All terms used in this Agreement shall be defined as stated in applicable state statutes and regulations. The following terms shall be more specifically defined for purposes of this Agreement, as far as the definition accords with state law, as follows:

<u>Agreement:</u>	The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.
<u>Amendment:</u>	A formal change to the Agreement of a material nature including but not limited to the term, workplan, or name change of one of the Parties, or a change of the maximum amount of this Agreement.
<u>Authorized Agent:</u>	The duly authorized representative of the Contractor maintains the capacity to bind Contractor to the terms of this Agreement.
<u>Contractor:</u>	The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
<u>CSD:</u>	The State of California Department of Community Services and Development.
<u>Equipment:</u>	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$10,000.
<u>Farmworker Resource Center:</u>	A traditional brick-and-mortar or mobile center that provides information and access to services that address the needs of farmworkers and their families.
<u>FRC Outreach:</u>	Information and resources provided to farmworkers and their families regarding programs related to labor and employment rights, education, housing, utilities, immigration, and health and

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human services including, but not limited to, food security, mental health, and childcare assistance.

Matching Funds:

A 25 percent cost-sharing contribution to the FRC project via confirmed cash or funding commitments from eligible sources without a real or apparent Conflict of Interest, that are used for eligible FRC project purposes during the grant funding period. Matching Funds must equal 25 percent (\$208,333) of the total approved budget and must be necessary and reasonable for accomplishment of project or program objectives and can be verified by authentic documentation.

Maximum Amount:

The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.

Modification:

An immaterial change to this Agreement that does not require an Amendment.

Parties:

CSD on behalf of the State of California, and the Contractor.

Program:

Farmworker Resource Center

State:

The State of California Department of Community Services and Development.

Subcontractor:

An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Total Allocation:

The actual amount of funds available to Contractor under this Agreement.

Vendor:

An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

**STANDARD AGREEMENT
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Subpart H – Table of Forms and Attachments

H.1 Forms (to be returned with signed contract):

1. Contractor Certification Clause (CCC 04/2017)
2. 512 Budget Series:
 - a. FRC Grant Budget Summary (CSD 512A)
 - b. FRC Grant Budget Detail (CSD 512B)
3. 513 County Matching Funds Budget Series:
 - a. FRC Grant County Matching Funds Budget Summary (CSD 513A)
 - b. FRC Grant County Matching Funds Budget Detail (CSD 514 B)
4. FRC Grant Workplan (CSD 514)
5. FRC Grant Timeline (CSD 514TL)
6. Signed letter from the county administration officer committing the 25 percent matching funds in cash, and/or a board resolution accepting the grant funds and committing the 25 percent in matching cash funds.

H.2 Attachments. This reference hereby incorporates the following documents:

Attachment A:

2022 Notice of Funding Availability (NOFA) Farmworker Resource Center Grant (2022 NOFA FRC Grant)