

AGREEMENT NUMBER
C17-0064
REGISTRATION NUMBER

1 This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Board of Governors, California Community Colleges Chancellor's Office

CONTRACTOR'S NAME

Chabot-Las Positas Community College District



2 The term of this Agreement is: January 1, 2018 through December 31, 2019

3 The maximum Amount of this Agreement is: \$ 2,500,000.00

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

Exhibit A - Scope of Work	1 page(s)
Exhibit B - Budget Detail and Payment Provisions	2 page(s)
Exhibit C - General Terms and Conditions (Attached hereto as part of this Agreement)	6 page(s)
Exhibit D - Special Terms and Conditions (Attached hereto as part of this Agreement)	12 page(s)
Exhibit E - Exhibit Not Used	0 page(s)
Exhibit F - Statement of Work	2 page(s)
Exhibit G - Budget Summary & Work Plan	7 page(s)
Exhibit H - Contractor Certification Clauses, Form CCC-1005	5 page(s)
Exhibit I - Exhibit Not Used	0 page(s)

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


CONTRACTOR		<i>Chancellor's Office, California Community Colleges Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Chabot-Las Positas Community College District		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Lorenzo Legaspi, Vice Chancellor, Business Services		Exempt from DGS approval pursuant to PCC 10295
ADDRESS		
7600 Dublin Blvd, 3rd Floor, Dublin CA 94568		
STATE OF CALIFORNIA		
AGENCY NAME		
Board of Governors, California Community Colleges Chancellor's Office		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Erik Skinner, Deputy Chancellor		
ADDRESS		
1102 Q Street, Suite 4400, Sacramento, CA 95811-6539		

STATE OF CALIFORNIA
 INTERAGENCY STANDARD AGREEMENT
 CCC 213 (Rev 09/08/17)

AGREEMENT NUMBER
C17-0064

AWARDED FROM RECEIVABLE NO.

FUND TITLE	Bus. Unit	Ref No.	Fund	FISCAL Prgm	Sub Task	Index	Object	Funding Fiscal Year (Enactment Year)	Chapter	Statute	AGREEMENT AMOUNT
General Fund	6870	101	0001	5675115		4238	5432000	2017/18	14	2017	\$ 2,500,000
AGREEMENT TOTAL:											\$ 2,500,000
AMOUNT TO ENCUMBER BY THIS DOCUMENT:											\$ 2,500,000
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT:											
TOTAL AMOUNT ENCUMBERED TO DATE:											\$ 2,500,000

<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>	
SIGNATURE OF ACCOUNTING OFFICER 	DATE SIGNED (Do not type)

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Services to Be Provided

Contractor agrees to provide to the BOG, Chancellor's Office of the California Community Colleges (hereinafter referred to as the Chancellor's Office) the services specified in the Contractor's Proposal, Exhibit F, and as further described herein. Exhibit F is attached hereto and by reference made a part of this Agreement.

2. Project Representatives

The project representatives during the term of this agreement will be:

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Dr. Lebaron Woodyard	Name: Dr. Julia Dozier
Phone: (916) 445-1780	Phone: (925) 249-9370
Email: lwoodyard@cccco.edu	Email:

Direct inquiries regarding terms or conditions of the agreement should be made to:

Chancellor's Office:	Contractor: Chabot-Las Positas CCD
Name: Kirsten Leeper	Name: Dr. Julia Dozier
Address: 1102 Q Street, Suite 4400, Sacramento, CA 95811-6539	Address: 7600 Dublin Blvd, 3 rd Floor Dublin CA 94568
Phone: (916) 322-2813	Phone: (925) 249-9370
Email: kleeper@cccco.edu	Email:

3. Contractor's Project Director and Key Personnel

Substitution of Contractor's Project Director, as indicated in provision 2. above, or Contractor's key personnel, as indicated in the Budget Summary & Work Plan, Exhibit G, may not be made without the prior written approval of the Chancellor's Office Project Monitor.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole, and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Contractor.

5. Chancellor's Office Contract Manager

The Chancellor's Office may change the Contract Manager by written notice given to the Contractor. Any questions relating to the terms or conditions of the Agreement document should be addressed to the Contract Manager.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Costs and Payments

- a. In consideration of satisfactory performance of this Agreement, the Chancellor's Office agrees to pay the Contractor costs in accordance with the Budget Summary & Work Plan, Exhibit G, which is also attached hereto and by reference made a part of this Agreement.
- b. The total amount payable under this Agreement shall not exceed the maximum amount of this Agreement, specified on the face page of this Agreement. Payment shall be made monthly in arrears upon receipt of an invoice, in triplicate, specifying this Agreement Number and the expenditures for the period covered. Ten percent of the total contract amount shall be withheld pending the submittal and approval of the final report and/or final deliverables. No payments shall be made without the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee. Such approval is contingent upon the Project Monitor's approval of the progress the Contractor has made within each respective invoicing period.

2. Budget Changes

Changes in budget line item amounts which are up to and including ten percent of the total budget amount may be made with the prior written approval of the Project Monitor. Changes in budget line item amounts which are greater than ten percent of the total budget amount may be made only through a written and duly executed amendment to this Agreement.

3. Budget Contingency Clause

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purpose of this program, the Chancellor's Office shall have the option to either cancel this Agreement with no liability occurring to the Chancellors Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- d. Contractor shall inform any subcontractors that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

- e. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.

4. Fiscal Reports

Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed to Contractor hereunder and to hours of employment on this Agreement by any employee of Contractor for which the Chancellor's Office is billed.

Invoices for services rendered are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, Suite 4400, Sacramento, CA 95811-6539.

5. Prompt Payment Clause

If Contractor is not a community college district or other public entity, payment will be made in accordance with, and within the time specified in, chapter 4.5 or part 3 of division 3.6 of title 1 of the Government Code, commencing with section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. 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 this Agreement is binding on any of the parties.

2. Assignment

Contractor may not transfer by assignment or novation the performance of this Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Contractor, without the prior written consent of the Project Monitor, assign any other right that Contractor may have under this Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

3. Audit

Contractor agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contr. Code, §§ 10115 et seq.; Cal. Code Regs., tit. 2, § 1896.)

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with 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. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

5. Disputes

In the event of a dispute, the parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor agrees to file a "Notice of Dispute" with the Chancellor's Office, California Community Colleges, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained in Exhibits A through D of this Agreement shall prevail over any other language including that contained in any other Exhibits.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination

- a. **Bankruptcy.** In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt or a receiver is appointed and qualifies, then the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein. It is recognized by the parties that equipment purchased by Contractor or the Chancellor's Office for this project shall have lien rights held in the name of the Chancellor's Office which shall retain lien rights until the Contractor either returns said equipment to the Chancellor's Office or purchases it as is provided by the terms of this Agreement.
- b. **Termination Option.** The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

- c. **Event of Breach.** In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office 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. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor as may be agreed upon by the parties or determined by a court of law.
- d. **Gratuities.** The Chancellor's Office may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Chancellor's Office with a view toward securing a contract or agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such contract or agreement.

In the event this Agreement is terminated as provided herein, Chancellor's Office shall be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies of Chancellor's Office provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Independent Status of Contractor

The 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 of California or the Chancellor's Office.

8. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the state in the performance of this Agreement, 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. Contr. Code, § 12205.)

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

9. Nondiscrimination Clause

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Contractor and its subcontractors shall also comply with the provisions of Government Code sections 11135-11139.8.
- d. 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.
- e. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Certification Clauses

The Contractor Certification Clauses contained in Chancellor's Office form CCC-1005 are hereby incorporated by reference and made a part of this Agreement by this reference, and are attached hereto as Exhibit H.

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

The consideration to be paid 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.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

13. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

14. 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.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code. (Gov. Code, § 4550(a).)
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code, § 4550(b).)
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code, § 4552.)
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code, § 4553.)
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code, § 4554.)

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

15. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code section 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code; and
- b. The 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 new employees to the New Hire Registry maintained by the California Employment Development Department.

16. 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.

17. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Chancellor's Office will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Subcontracts

- a. The Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement, at which time the Chancellor's Office will inform the Contractor of any applicable legal requirements regarding disabled veteran business enterprise participation requirements and the use of the Request for Proposals primary or two-tier method. Subcontractors specifically identified in this Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements are deemed to be approved upon execution of this Agreement.
- b. In any event, any additional subcontractor(s) retained by the Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.
- c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.
- e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to the Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. Subcontract Payments

Contractor shall obtain the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee, before making payments under this Agreement to any subcontractors.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

4. Notice

Any notice to either party which is required or permitted to be given under this Agreement shall be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

5. Interpretation

In the interpretation of this Agreement, any inconsistencies between the terms of Exhibits A through D and the language of any other Exhibit or document shall be resolved in favor of the terms of Exhibits A through D.

6. Reports

- a. **Quarterly Progress Reports:** Except as otherwise specified by the Chancellor's Office, Contractor shall provide a progress report in writing at least once a quarter to the Project Monitor. Each progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, and any pertinent reports or interim findings. Contractor shall discuss any difficulties or special problems so that remedies can be developed as soon as possible. Contractor shall provide four copies by the tenth of the month following the month to which it relates.
- b. **Final Report.** By July 31, 2019, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.

1. **Summary.** The summary shall include a statement of the problem, techniques used to solve the problem, conclusions of the problem, and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Chancellor's Office with ten (10) copies and a reproducible master.
2. **Abstracts.** Contractor shall provide a brief (200 words or less), factual abstract of the most significant information contained in the report.

Contractor shall meet with Chancellor's Office staff to present the findings, conclusions, and recommendations. Both the final meeting and final report must be completed on or before the date specified above for submission of the final report.

The Contractor shall be available from July 31, 2019, to and including August 31, 2019 to answer questions pertaining to the Final Report and/or revise the Final Report.

- c. The Chancellor's Office reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and authorize others to use or reproduce such materials.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

- d. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539
- e. Any document or written report prepared, in whole or in part, by Contractor or subcontractors, shall contain the numbers and dollar amounts of this Agreement and all subcontracts relating to the preparation of such document or written report. The Agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- f. When multiple documents or written reports are the subject or product of this Agreement, the disclosure section must also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

7. Copyright and Intellectual Property

- a. Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or service-marks first created, developed or produced pursuant to this Agreement, whether by Contractor or subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials, procedures, processes, machines, computer programs, computer software, and trademarks or service-marks produced as a result of this Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Contractor, and all subcontractors and others that produce copyright materials pursuant to this Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Contractor or its subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow Contractor or its subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.
- c. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Contractor that the copyright

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.



- d. All technical communications and records originated or first prepared by Contractor or its subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- e. If it is deemed necessary by either the Chancellor's Office or Contractor that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufactures, or composition of matter, Contractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Contractor or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to Contractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.
- f. All trademarks and service-marks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or service-mark be registered with state or federal agencies, Contractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and service-marks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or service-marks created, developed or obtained under this Agreement to Contractor.
- g. In connection with any license granted pursuant to the preceding paragraphs, Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and trademarks or service-marks created, developed or produced pursuant to this Agreement by subcontractors that create works for this Agreement for Contractor are for and are the property of the Chancellor's Office. Contractor shall obtain an acknowledgement of the work for hire performed by these subcontractors that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

the Chancellor's Office from all subcontractors. Contractor shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors that create works for this Agreement. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract between such person(s) and Contractor giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

8. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Contractor will make available the personnel assigned to this Agreement for the purpose of testifying. Chancellor's Office will reimburse Contractor for compensation and travel of said personnel at the contract rates for such testimony as may be requested by Chancellor's Office.

9. Confidentiality of Data and Reports

- a. To the extent permissible by law, Contractor will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the Project Monitor.
- b. Permission to disclose information on one occasion or at public hearings held by the Chancellor's Office relating to the same shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- c. Contractor will not comment publicly to the press or any other media regarding its report, or the actions of the Chancellor's Office on the same, except to Chancellor's Office staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- d. If requested by Chancellor's Office, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Chancellor's Office and shall supply Chancellor's Office with evidence thereof.
- e. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

10. Provisions Relating to Data

- a. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may for example, document research or experimental, developmental or engineering work, or be used to define a design or process or to support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- b. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this

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Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this agreement and thereafter. As to "proprietary data," the extent of Chancellor's Office access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.

- c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the Chancellor's Office, together with complete documentation thereof, shall be treated hereunder in the same manner as "generated data." "Generated data" shall be the property of the Chancellor's Office unless and only to the extent that it is specifically provided otherwise herein.
- d. "Deliverable data" is that data which under the terms of this Agreement is required to be delivered to the Chancellor's Office and shall belong to the Chancellor's Office.
- e. As to "generated data" which is reserved to Contractor by the express terms hereof and as to any preexisting or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Chancellor's Office of the final report herein.
- f. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify the Chancellor's Office of any such contemplated action and Chancellor's Office may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If Chancellor's Office so elects, the expense of further preserving said data shall be paid for by the Chancellor's Office. Contractor agrees that Chancellor's Office may at its own expense have reasonable access to said data throughout the time during which said data is preserved. Contractor agrees to use his or her best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

11. Ownership of Data And Reports

Data developed for this Agreement shall become the property of the Chancellor's Office. It shall not be disclosed without the permission of the Project Monitor. Each report shall also become the property of the Chancellor's Office and shall not be disclosed except in such manner and such time as the Project Monitor may direct.

12. Approval of Products and Deliverables

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- a. Each deliverable to be provided under this Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- c. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

13. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

14. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may seek to utilize.

Contractor will not be permitted to utilize staff of the Chancellor's Office for the performance of services that are the responsibility of Contractor unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Contractor for the services of employees of the Chancellor's Office while performing, coordinating or monitoring functions.

15. Changes in the Timing of Performance of Tasks

The timing for performance of the tasks may be changed by written approval of the Project Monitor. However, the date for completion of the Agreement and the total Agreement price, as well as all other terms not specifically excepted, may only be altered by formal amendment of this Agreement.

16. Travel and Per Diem

- a. For purposes of payment, Contractor's headquarters shall be the city designated in the signature block. Travel outside the State of California shall not be reimbursed without the prior written authorization of the Project Monitor, or unless otherwise expressly so provided in the terms of this Agreement.
- b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of

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Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.615, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed.

- c. Contractor must use the Contractor's formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor's Office for payment.
- d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.
- e. Itemized invoices, prepared in triplicate, stating Agreement number and social security number or federal identification number, shall be submitted to:

Accounting Unit
Chancellor's Office
California Community Colleges
1102 Q Street, Suite 4400
Sacramento, CA 95811-6539

17. Captions

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

18. Accessibility for Persons with Disabilities

By signing the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. In addition, by signing this Agreement, Contractor further agrees to the following:

- a. Contractor shall, upon request by any person, make any materials produced with funds pursuant to this Agreement available in braille, large print, electronic text, or other appropriate alternate format. Contractor shall establish policies and procedures to respond to such requests in a timely manner.
- b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- c. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

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- d. Contractor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
- e. Contractor and its subcontractors shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- f. Contractor shall incorporate the requirements of this section into all subcontracts.

19. Eligibility for Noncitizens

Funds provided under this Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to Section 401 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Contractor certifies that all of its employees and/or subcontractors are qualified pursuant to these provisions.

20. Performance Evaluation

If this Agreement involves Consultant Services, the performance of the Contractor shall be evaluated by the Project Monitor on a "Contract/Contractor Evaluation" form Std. 4. If the performance is unsatisfactory, the Contractor will be allowed to prepare a statement defending Contractor's performance. This statement must be received by the Project Monitor within thirty (30) days after Contractor's receipt of the evaluation.

The evaluation form and any related material will be kept on file at the Chancellor's Office.

21. Commissions and Contingency Agreements

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. Licenses and Permits

If the Contractor is an individual, firm or corporation, Contractor must be licensed to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Chancellor's Office a copy

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of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Chancellor's office with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Chancellor's Office may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

23. Standards of Conduct

In addition to the Conflicts of Interests provisions in the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of the Agreement and to avoid any potential conflicts of interests in its administration.

- a. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner. The Contractor, and its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.
- e. Contractor shall not enter into any subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs., tit. 5, §§ 18741.1 and 18747.)

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SPECIAL TERMS AND CONDITIONS

2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
3. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decisionmaking process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; and 87100.)

24. Follow-on Contracts

- a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)
- b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. of Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.
- d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.
- e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

25. Statewide or Regional Projects

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Contractor shall require all employees, consultants, and subcontractors to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional contract or grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Agreement.

26. Surveys

If this contract involves conducting a survey of community college faculty, staff, students, or administrators, Contractor shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Contractor from the Chancellor's Office or another source.

27. Safety and Accident Prevention

In performing work under this Contract on the premises of the Chancellor's Office, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the Chancellor's Office may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

28. DVBE Reporting Requirements

A 3% Disabled Veterans Business Enterprise (DVBE) participation goal has been established for this Agreement. Contractor shall use a Department of General Services' DVBE Participation Reporting Form to submit quarterly reports on DVBE participation. The Contractor will list at the end of each quarter the dates of invoices submitted, amounts of invoices submitted, amounts of invoices paid to the Disabled Veteran Business Enterprise(s), and the DVBE percentage from invoice totals. The completed DVBE Participation Reporting Form will be submitted at the end of each quarter to the following person:

Contract Manager
Chancellor's Office
California Community Colleges
1102 Q Street, Suite 4400
Sacramento, CA 95811-6539

Exhibit F

Statement of Work

C17-0064 Chabot-Las Positas CCD-Umoja

Exhibit F
(Standard Agreement)
Statement of Work

SCOPE

The California Community Colleges Chancellor's Office is entering into an agreement with the Chabot-Las Positas CCD to serve as fiscal agent and project manager for expending the \$2.5 million allocated in the 2017-18 Budget Act for the Umoja Program.

The purpose of the contract is to provide budgeted funding necessary to provide technical assistance to the California community college's Umoja Programs, with the Umoja Community Foundation, to foster the academic success of community college under-represented students. Umoja, (a Kiswahili word meaning unity) is a learning community and critical resource dedicated to enhancing the cultural and educational experiences of our California (CA) Community College students. The Umoja Community primarily serves at-risk, educationally and economically disadvantaged students, believing that when the voices and histories of students are deliberately and intentionally recognized students develop self-efficacy and a foundation for academic success. Umoja actively promotes student success for all students, with an emphasis on African American student success, through culturally responsive curriculum and practices.

This budgeted funding specifically focuses on continuing to improve upon necessary data collection practices to implement a robust, ongoing data reporting function that will ensure the ability to perform future program evaluations for Umoja Programs at community colleges throughout the state.

Examples of strategies and delivery methods to achieve these objectives may include, but are not limited to the following:

- Statewide training for Umoja Program's faculty
- Regional Coordinators to assist in the evolution, development and improvement of current and future college campus Umoja Programs
- Winter Retreats
- Summer Learning Institutes
- Umoja XIII Conference
- Three Regional Symposiums (North/South)
- Student Leadership Institutes
- Coaching/Mentoring Programs
- Coordinated Data Collection between colleges and Chancellor's Office
- Align Umoja Programs and Practices with Guided Pathways Program
- Develop funding methods for colleges' Umoja Programs via RFA in tandem with Chancellor's Office

The Chancellor's Office intends to closely manage the project, retain day-to-day control over its direction, review required quarterly reports, approve the final selection of subcontractor(s) to perform the services under this Agreement, and retain final approval of all expenditures. The

Exhibit F
(Standard Agreement)
Statement of Work

Chabot-Las Positas District will serve as fiscal agent and hire or designate a project manager to work with the Chancellor's Office to carry out its direction related to the \$2.5 million contract.

A. Objectives

The objectives of these funds are:

1. To provide budgeted funding necessary to provide technical assistance to the California community college's Umoja Programs, with the Umoja Community Foundation, to foster the academic success of community college under-represented students. Umoja Programs primarily serve at-risk, educationally and economically disadvantaged students, to promote student success for all students, with an emphasis on African American student success, through culturally responsive curriculum and practices.
2. Focus on continuing to improve upon necessary data collection framework to establish a robust, ongoing data collection and reporting function that will ensure the ability to perform future program evaluations for Umoja Programs at community colleges throughout the state.
3. To the extent possible, develop and expand Umoja's programs and services to collaborate with existing statewide initiatives with proven results for improving educational and personal success for at-risk, educationally and economically disadvantaged students.
4. To develop effective practices that include, but are not limited to, statewide priorities to improve and codify professional development training materials for Umoja Programs to elevate the work of Regional Coordinators, faculty and staff involved with the Umoja students.

B. Procedures/Activities

The minimum required activities of the Contractor to achieve the objectives include designating a project manager who will, under the direction and approval of the Chancellor's Office:

1. Monitor subcontractor performance to ensure it is conducted in accordance with agreed upon deliverables and budget.
2. Conduct a detailed review of all invoices prior to Chancellor's Office approval for district payment per statewide regulatory guidelines.
3. Serve as the district's lead contact for fiscal agent responsibilities, including subcontract execution and invoice processing and payment.

C. Managerial Responsibilities

The Board of Governors recognizes that the complexity of the contract services to be performed will require close cooperation between the Academic Affairs division of the Chancellor's Office and the selected district. To help ensure that the objectives of the contract are met, the Academic Affairs division will identify specific individuals in the division to oversee major areas of focus within the contract. These individuals will work closely with the district's project manager.

Exhibit G

Budget Summary & Work Plan

C17-0064 Chabot-Las Positas CCD-Umoja

BUDGET DETAIL SHEET

Object of Expenditure	Classification	Requested Funds	Total
2100	<p>Non-instructional Salaries</p> <p><i>Transition from existing Part-time Regional Coordinators to Full-time Regional Coordinators. Twelve (12) Regional Coordinators-- support to affiliate colleges @ \$60/hour X 30 hours/month X 6 months = \$129,600</i></p> <p><i>Four (4) Full-time Regional Coordinators (RC) -- support to affiliate colleges @ (\$45 per hour x 1,920 hours = \$86,400 per person) x 4 = \$345,600</i></p> <p><i>Transition from existing Part-time Faculty Program Coordinators to Full-time Regional Coordinator Program Director – Two Part-time Faculty Program Coordinators @ \$70/hour X 63 hours/month X 6 months = \$52,920</i></p> <p><i>One (1) Full-time Regional Coordinator Director – coordinate Umoja Community Program including facilitate the work of the RC, implement the program objectives in line with the mission and vision of Umoja, make presentations, and provide other guidance and direction to support the Umoja Community as defined by the State contract. Compensation will be \$55 per x 1,920 hours = \$105,600</i></p> <p><i>One (1) Full time Umoja Project Director to provide administrative, operational, and logistical support to the Board of Directors, Regional Coordinator Program Director, Regional Coordinators, and affiliate colleges including: meeting planning and support, processing expenses, scheduling training, facilitating transfer and outreach, oversight of student assistants, and curriculum development and documentation, and other staff functions associated with project</i></p>	<p>\$129,600</p> <p>\$345,600</p> <p>\$52,920</p> <p>\$105,600</p>	

Object of Expenditure	Classification	Requested Funds	Total
	<p><i>implementation: \$65/hour X 1,920 hours = \$124,800</i></p> <p><i>One Full-time Curriculum Developer/Instructional Designer 1 person x 2,080 hours x \$31.25/ hour = \$75,000</i></p> <p><i>One Part-time Transfer Coordinator - 1 person x 1,200 hours x \$31.25/ hour = \$37,500</i></p> <p><i>One Part-time Outreach Coordinator - 1 person x 1,200 hours x \$31.25/ hour = \$37,500</i></p> <p><i>One Full-time Communications and Social Media Director – 1 person x 2,080 hours x \$33.85 = \$70,408</i></p> <p><i>Student Assistants @\$12 per hour x 3,000 hours = \$36,000 (The number of student assistants is to be determined)</i></p> <p><i>Total Non-instructional salaries</i></p>	<p>\$124,800</p> <p>\$75,000</p> <p>\$37,500</p> <p>\$37,500</p> <p>\$70,408</p> <p>\$36,000</p>	<p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p>\$1,014,928</p>
3000	<p>Employee Benefits</p> <p><i>Full Time Staff Calculated at 31% of at \$903,928 = \$281,218</i></p> <p><i>Part-time Student Assistant staff Calculated at 15% of \$111,000 = \$16,650</i></p> <p><i>Total benefit cost = \$318,150 + \$6,750 = \$324,902</i></p>	<p>\$280,218</p> <p>\$16,650</p>	<p></p> <p></p> <p>\$296,868</p>
4000	<p>Supplies and Materials</p> <p><i>Office supplies and outreach materials</i></p>	<p>\$25,000</p>	<p>\$25,000</p>

Object of Expenditure	Classification	Requested Funds	Total
5000	<p>Other Operating Expenses and Services</p> <p><u>Communication</u></p> <ul style="list-style-type: none"> ● Website and social media \$25,000 ● Marketing and communication \$30,000 ● High school outreach campaign \$70,177 ● Student Scholarships Campaign Development \$40,000 <p><u>Travel</u></p> <ul style="list-style-type: none"> ● Travel & meetings (Board meetings, 6 in person meetings, lodging, travel, meals, etc.) \$40,000 ● Staff and Board Development (professional development opportunities, retreats, registration fees, lodging, airfare, etc.) \$25,000 ● RC meetings – 2 two-day-in-person meetings (travel and mileage) – avg. \$750 per person \$9,000 ● Presentations at conferences on the Umoja Community (registration, travel, hotel, meals) \$25,000 ● Staff Travel \$15,000 ● RC Travel to college sites \$25,000 <p><u>Programs</u></p> <ul style="list-style-type: none"> ● Statewide faculty training \$85,000 ● Two Winter retreats (Jan 18 & Jan 19) \$140,500 ● Two Summer Learning Institutes (Jun 18 & Jun 19) \$142,500 ● Umoja XIII Conference \$25,000 ● Three Regional Symposiums (North/South) \$16,500 ● Student Leadership Institute \$69,806 <p><u>Project Program Support</u></p> <p>Direct project support services including processing payments, audit, payroll, office space, utilities, insurance, maintenance services, consultant services, and other activities in support of the work noted in the work plan.</p>		<p>\$165,177</p> <p>\$139,000</p> <p>\$479,306</p> <p>\$279,721</p> <p>\$279,721</p>

Object of Expenditure	Classification	Requested Funds	Total
6000	Capital Outlay	\$ 0	
7000	Other Outgo	\$ 0	
	Total Direct Cost		\$2,400,000
	Total Indirect Cost of Contractor (4% of Contract Total @ 2,500,000)	\$100,000	\$100,000
	Total Program Cost	\$2,500,000	2,500,000

UMOJA 2018 – 2019 WORK PLAN

OBJECTIVE NO. 1: Maintain an effective board that will provide governance, oversight, and vision.			
Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Maintain and update strategic plan	Process for ongoing review and annual update of strategic plan including alignment with CCCCCO Vision Plan	Jan – Dec 2018	President, Management

OBJECTIVE NO. 2: Maintain and increase the efficiency, effectiveness, and sustainability of Umoja's Operations.			
Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Develop staffing plan	Staffing plan	Jan – Feb 2018	President, Board of Directors, Management
Provide staff training	Training materials and onboarding process for new employees including administrative staff, regional coordinators, and other staff as identified by the Board of Directors	Feb – Jun 2018	Management
Coordinate Event Planning	<ul style="list-style-type: none"> • Process for identifying locations for upcoming events, contract negotiations with hotels, professional event coordination and onsite logistics • Annual timeline for each professional development activities • Process for program development including documenting those activities that are repeated at each event annually 	Jan – Dec 2018	Management

OBJECTIVE NO. 3: Strengthen and maintain fiscal oversight			
Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Maintain Financial Management Process	Documented financial processes and procedures in compliance with generally accepted accounting principles including policies for cash flow and reserve maintenance	Mar 2018	Management
Quarterly Report grant activities	Fiscal reports for Board of Directors, Grant Monitor, Fiscal Agent, and public	Jan 2018 – Jun 2019	Management

UMOJA 2018 – 2019 WORK PLAN

Develop a fundraising strategy	<ul style="list-style-type: none"> ● Identification of possible partnerships and collaboration for potential funding, donations, and gifts ● Identification of ways to diversify funding streams 	Jan 2018 – Jun 2019	President, Board of Directors, Management
Develop RFAs for distributing funds to colleges for direct student support	<ul style="list-style-type: none"> ● RFAs that articulate process and guidelines for distributing funds to colleges including matching funds ● Process and guidelines for distributing scholarships to students incorporated into the RFA guidelines for funding 	Jan 2018 – Jun 2018	Management

OBJECTIVE 1: Create a communication strategy to increase the visibility of Umoja Community

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Develop communication strategy	Communication strategy including social media and regular communication to the field (e.g. newsletters, spotlights, etc. and possible marketing campaign to continue name branding	Feb – Apr 2018	Management
Maintain website	<ul style="list-style-type: none"> ● Inventory current website planning and status. ● Professional website with latest technological resources including social media, marketing, data collection, and reporting ● Member portal with key curriculum/program templates and examples of Umoja programs and data sharing and online collection ● Student portal ● Analytics of website/social media use and traffic to inform the ongoing development of the website 	Feb 2018 – Jun 2019	Management

UMOJA 2018 – 2019 WORK PLAN

Foster and expand relationships and community organizations	Process for engaging community and public in accomplishing the mission of Umoja	Jan 2018 – Jun 2019	President, Board of Directors, Assistant Director, Management
OBJECTIVE NO. 5: Develop and expand Umoja's programs and services			
Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Codify and develop training materials for Umoja Programs and Regional Coordinators	Training material for Umoja Programs and Regional Coordinators	Mar – Apr 2018	Directors, Management
Develop Capacity Building Process	Process and procedures for providing capacity building to colleges	Mar – Jun 2018	Directors, Management
Create process to track core administrative requirements	Centralized online process for tracking administrative tasks associated with capacity building	Jun 2018	Management
Develop an instruction manual and training on data collection	Instruction manual for Regional Coordinators including a section on appropriate data collection process	Aug 2018	Directors, Management
Establish curriculum and professional development strategy	<p>A curriculum and professional development strategy including:</p> <ul style="list-style-type: none"> ● Curriculum/instruction manuals including <ul style="list-style-type: none"> ○ Documentation of and training on Umoja Touches for both Umoja and non-Umoja students ○ Strategies and models for expanding learning community course offerings of Umoja programs, including running of multiple cohorts simultaneously ● Training and shadowing opportunities ● Umojafied training for all Umoja contact persons ● Umoja Practitioners' training guide, online toolkit, and data sharing guidelines ● Documentation for onboarding of prospective colleges in a 1 – 2-year window 	Jan 2018 – Jun 2019	Directors, Management

UMOJA 2018 – 2019 WORK PLAN

Convene Umoja Practitioners	Convening of Umoja practitioners to discuss Umoja practices, pedagogy, and curriculum development	Jan 2018 – Jun 2019	Directors, Regional Coordinators, Management
Align Umoja Programs and Practices with Guided Pathways Program	Process and guidance to local campuses on aligning Umoja Programs and Practices with Guided Pathway Program	Jan 2018 – Jun 2019	Directors, Management

OBJECTIVE NO. 6: Create high school strategy to increase Umoja Community Student pipeline rates to Umoja community college programs

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Explore opportunities to work with high schools	A high school strategy that supports a college going culture	Mar 2018 – Jun 2019	Directors, Management
Create a high school outreach campaign	A high school outreach campaign	Apr 2018 – Jun 2019	Directors, Management

OBJECTIVE NO. 7: Create transfer strategy to increase Umoja community student transfer rates

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Develop transfer pathway strategy	A transfer pathway strategy including <ul style="list-style-type: none"> Staff position dedicated to expanding the transfer opportunities for Umoja students Improved pathways to UC and CSU Data on students who transfer 	Mar – Jun 2019	Directors, Management
Develop and implement a Summer Transfer Academy	A Summer Transfer Academy for Umoja program students with UCOP in conjunction with CCCCCO	Mar – Aug 2018	Directors, Management

OBJECTIVE NO. 8: Build a robust Umoja student leadership network

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Establish an alumni database	An alumni database	December 2018	Management

UMOJA 2018 – 2019 WORK PLAN

Create a summer student leadership event	Summer leadership Summit	August 2018	Assistant Director, Regional Coordinators, Management
Explore opportunities for community engagement	Expansion of student leaders involved in community social justice and arts activities	Jun 2019	Assistant Director, Regional Coordinators, Management
OBJECTIVE NO. 9. Evaluate the Umoja Community and Programs			
Procedures/Activities		Timelines	Responsible Person(s)
Collaborate with the Chancellor's Office to populate special operations database with Umoja students	Umoja students clearly identified in the Special Populations Database	Jan - Dec 2018	Directors, Management
Establish database and data collection guidelines	<ul style="list-style-type: none"> ● Database and data collection guidelines ● Database that supports the documentation and flow of information related to Umoja programs and students ● Process for connecting Umoja program staff to college institutional researcher ● Benchmarks for core student outcomes ● Published student outcomes data ● Tracking system for high school to community college student enrollment in an Umoja program 	Mar 2018 – Jun 2019	Management
Provide an evaluation of Umoja Community	<ul style="list-style-type: none"> ● Third party qualitative and quantitative assessment of Umoja Community and programs ● White paper of findings ● Narrative evaluation from the students' perspective ● Benchmarks for key program effectiveness indicators ● Improvements if necessary to the Umoja Community and programs 	Jun – Jun 2019	Assistant Director, Regional Coordinators, Management

Exhibit H

Contractor's Certification Clause

C17-0064

Chabot-Las Positas CCD-Umoja

CCC- 1005 (Chancellor's Office, California Community Colleges)
Contractor Certification Clauses (Rev. 12/06)

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> CHABOT-WAS POSITAS COMMUNITY COLLEGE DISTR.		<i>Federal ID Number</i> 94-1670563
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> LORENZO LEGASPI, VICE CHANCELLOR, BUSINESS SERVICES		
<i>Date Executed</i>	<i>Executed in the County of</i> ALAMEDA	

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code, § 12990 (a-f) and Cal. Code Regs., tit. 2, § 8103.) (Not applicable to public entities.)

2. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §§ 8350 et seq.) 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 or resulting 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 contracts or agreements if the Chancellor's Office determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) 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. Contr. Code, § 10296.) (Not applicable to public entities.)

4. Contracts or Agreements 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 Agreement equal to the lesser of either:

- a. 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 Agreement period of less than a full year; or
- b. 10% of its Agreement with the Chancellor's Office.

Failure to make a good faith effort may be cause for non-renewal of a state contract or agreement for legal services, and may be taken into account when determining the award of future contracts or agreements 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 sections 10286 and 10286.1, and is eligible to contract with the State of California.

6. Sweatfree Code Of Conduct

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Chancellor's Office 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. Contractor further declares under penalty of perjury that it adheres 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. 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 Chancellor's Office, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph a.

7. Debarment, Suspension, And Other Responsibility Matters

If the Agreement for which this Certification is being executed is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. Contractor certifies that Contractor and its principals:
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 (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, 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 (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Certification.

8. Domestic Partners

If the amount of this Agreement equals or exceeds \$100,000 or if this Agreement, together with any other contracts Contractor may have with the Chancellor's Office, equals or exceeds \$100,000 during any fiscal year, then Contractor certifies that it will provide the same benefits to an employee with a registered domestic partner that it provides to an employee with a spouse in accordance with the provisions of Public Contract Code section 10295.3. For any Agreement not covered by these requirements, Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with Public Contract Code section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits that have otherwise

been provided to all employees regardless of marital or domestic partner status. (Pub. Contr. Code, § 10295.3(d).)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the Chancellor's Office.

1. Conflicts of Interests

Contractor needs to be aware of the following provisions regarding current or former state employees, including current or former Chancellor's Office employees or district employees working at the Chancellor's Office on an Interjurisdictional Exchange (IJE). If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Chancellor's Office must be contacted immediately for clarification.

Current State Employees (Pub. Contr. 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. Contr. 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 or agreement 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 or agreement 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 or agreement 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 or agreement 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. Contr. 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. Contr. 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 of the Labor Code, and Contractor affirms it will comply with such provisions before commencing the performance of the work of this Agreement. (Lab. Code, § 3700.)

3. Americans With Disabilities Act

Contractor assures the Chancellor's Office 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 Chancellor's Office 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 Revenue & Tax Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. 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 Chancellor's Office 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. (Gov. Code, § 4477.)

8. Payee Data Record Form (Std. 204)

This form must be completed by all contractors that are not another state agency or other government entity.