



P.O. Box 7988
San Francisco, CA
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MEMORANDUM

TO: DISABILITY AND AGING SERVICES COMMISSION

THROUGH: KELLY DEARMAN, EXECUTIVE DIRECTOR, DAS

FROM: CINDY KAUFFMAN, DEPUTY DIRECTOR, DAS
COMMUNITY SERVICES

DATE: APRIL 3, 2024

SUBJECT: REVIEW AND APPROVAL OF THE OFFICE OF
PLANNING AND RESEARCH CONTRACT
CV2311403, ASSOCIATED BUDGET, AND ALL
SUBSEQUENT AMENDMENTS

The Department of Disability and Aging Services (DAS) is requesting approval to enter into a new contract (CV2311403) with the Office of Planning and Research (OPR), California Volunteers (CV) to provide services under the Connecting Neighbors-to-Neighbors (CNTN) grant.

Through this contract agreement, the Office of Planning and Research, California Volunteers has allocated \$500,000 to the City and County of San Francisco.

Presentation of this standard contract document before the Disability and Aging Services Commission for your approval is a required step in the OPR, CV contract certification process.



London Breed
Mayor

Kelly Dearman
Executive Director



Background

The Governor's Office of Planning and Research (OPR) is an office of the Executive Branch which serves as the State's comprehensive planning agency. Within OPR, California Volunteers (CV) functions as a state-level entity mandated with the engagement of Californians in service, volunteering, and civic activism to address the State's pressing challenges, while mobilizing citizens to contribute to their local communities. Furthermore, the Office of Community Partnerships and Strategic Communications (OCPSC), situated within OPR, assumes a pivotal role in overseeing priority public education and community engagement initiatives, extending consistent support to community-based organizations. The Connecting Neighbor-to-Neighbor grant is provided through these offices and reaffirms their missions.

The recent COVID-19 pandemic highlighted the importance of resilient local networks in supporting communities and safeguarding vulnerable populations. Disconnected from traditional institutions, individuals and families leaned heavily on local connections, particularly with neighbors. Research from previous crises underscores the effectiveness of strong neighborhood ties in overcoming challenges. To strengthen social bonds post-pandemic, California Volunteers has pledged support for local initiatives through the Neighbor-to-Neighbor program, promoting resilience and fostering community connections.

Furthermore, there is a growing national and global dialogue on the rise of loneliness and social isolation, as highlighted by reports like the 2023 US Surgeon General's Advisory and the World Health Organization's Commission on Social Connection. These emphasize the severe health implications of social isolation and the importance of programs fostering social connections to address this public health challenge. The Neighbor-to-Neighbor program aims to establish robust networks within and between neighborhoods, facilitating mutual support and collaborative efforts in addressing shared community issues.

The objectives and approach of the Neighbor-to-Neighbor program align closely with the DAS-funded Community Connector program administered by the Community Living Campaign (CLC). Given the proven success of the Community Connector program, DAS sought grant funding with CLC as the subcontractor to expand the capacity of these services.

On Friday, March 1, 2024, DAS received notification of recommended awards for the Connecting Neighbor-to-Neighbor grant, alongside eight other local governments in California, underscoring the recognition of their efforts in community building and engagement.



Next Steps

DAS plans to utilize this grant to address the following:

1. Expand the capacity of the Community Connector program.
2. Organize and increase the activities and projects of the program within the grant period.
3. Expand the promotion of activities and volunteer opportunities for consumers.

DAS' Office of Community Partnerships staff will coordinate with HSA Contracts/Fiscal staff and the Office of Contract Administration (OCA) for necessary procurement and administration of the funds. Contract modifications and/or new grant authorizations will come before the DAS Commission for approval and will identify source funding as CNTN (Connecting Neighbors-to-Neighbors).

Attachments

- CV2311403

Recommended action: Approve the OPR Contract CV2311403, associated budget, and all subsequent amendments.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CV2311403

PURCHASING AUTHORITY NUMBER (If Applicable)

OPR-0650

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

CONTRACTING AGENCY NAME

Office of Planning and Research, California Volunteers, hereinafter referred to as STATE

CONTRACTOR NAME

San Francisco Department of Disability and Aging Services, hereinafter referred to as CONTRACTOR/GRANTEE

2. The term of this Agreement is:

START DATE

March 04, 2024 or Upon Approval

THROUGH END DATE

January 31, 2026

3. The maximum amount of this Agreement is:

\$ 500,000.00 [Five Hundred Thousand Dollars and No Cents]

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	23
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B.1	Cost Worksheet	1
+ - Exhibit C *	General Terms and Conditions	Online
+ - Exhibit D	Special Terms and Conditions	13
+ - Exhibit E	Resumes	22

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

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

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Francisco Department of Disability and Aging Services

CONTRACTOR BUSINESS ADDRESS

1650 Mission Street 5th Floor

CITY

San Francisco

STATE

CA

ZIP

94103

PRINTED NAME OF PERSON SIGNING

Kelly Dearman

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:



1848261CBC914C2...

DATE SIGNED

3/7/2024

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER CV2311403	PURCHASING AUTHORITY NUMBER (If Applicable) OPR-0650
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Office of Planning and Research, California Volunteers

CONTRACTING AGENCY ADDRESS 1400 10th Street	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Anthony Chavez	TITLE Director of Operations
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CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 3/7/2024
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt - SCM Vol 1, Section 4.04(A)(4)
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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered, and upon receipt and approval of the invoice for each completed task and deliverable, the State agrees to compensate the Grantee for actual expenditures incurred and in accordance with the rates specified in accordance with this agreement. **All costs include items such as but not limited to labor, meetings, reproduction costs, reports, subgrantees, and any miscellaneous items necessary to perform the tasks of this project.**

The total cost of this agreement will not exceed **\$500,000.00**

The following items must be included and all unit rates must be extended and totaled in the invoice:

- Overhead;
 - Personal service costs showing position rates per unit of time;
 - Fringe benefits cost citing actual benefits or a percentage of personal services cost;
 - Operating expenses including rent and supplies;
 - Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the grant;
 - If there are any travel expenses outlined in the budget, then expenses are not to exceed the travel and per diem rates set at the rate specified by CalHR for similar employees or verification supplied that such rates are not available to the contractor. For invoicing: include breakdown of receipts, and the names and title of travelers. For hotel receipts, do not include the confirmation printouts; include the actual receipt that shows payment has been made and there is a zero balance. Do not include tip or gratuity amounts; CalHR prohibits paying for tips and gratuities. For more information visit: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
 - Other specific breakdown required.
2. Invoices shall include the Agreement Number and shall be submitted electronically only. Invoices shall not be submitted more frequently than monthly and not less frequently than quarterly in arrears.

Invoices must be submitted via e-mail to:

AccountsPayable@opr.ca.gov

Include the Project Manager in the CC line of the email so they are aware that an invoice has been submitted.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. BUDGET CONTINGENCY CLAUSE

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

C. PROMPT PAYMENT CLAUSE

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

D. BUDGET REVISIONS

All changes to the budget for this agreement must come in the form of request and be sent via e-mail directly to the project representative for this agreement and copy the contract officer in the e-mail. All changes to the budget must justify why the revisions are needed. The project representative and contract officer will review the request for approval and processing.

A formal amendment is not required if a budget is being revised to shift line-item funds within the associated task deliverable budget. Prior documented approval of such change shall be made by the project representative and the contracts officer. All other budget revisions are subject to a formal amendment process. All amendment and budget revision requests are to be determined at the discretion of the contract officer.

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. 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 State 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.

B. Settlement of Disputes

1. In the event of a dispute, Grantee shall file a "Notice of Dispute" with OPR within ten (10) days of discovery of the problem. Within ten (10) days, the OPR shall meet with the Grantee and Project Representative for purposes of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Grantee and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Director or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
4. The existence of a dispute not fully resolved shall not delay Grantee to continue with the responsibilities under this Agreement which is not affected by the dispute.

C. Subgrantees

Nothing contained in this Agreement or otherwise, shall create any Grantual relation between the State and any subgrantees, and no subGrant shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subgrantees is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subgrantee.

After the Grant agreement has been executed, if there are subgrants valued at \$2,500.00 or more that are needed to be added, then the Grantee must request the addition of subgrantees. The Grantee shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations shall be submitted, or adequate justification provided for the absence of bidding.

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D. Stop Work Order

The State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that the State gives Grantee a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

E. Termination

1. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Grantee.
2. In the case of early termination, Grantee shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
3. Upon receipt of the invoice, progress report, and data, a final payment will be made to Grantee. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.
4. If, after award and execution of the Agreement, the Grantee's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Grantee failing to perform services required by the Agreement in a satisfactory manner.
5. OPR reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Grantee, or immediately in the event of default or material breach by the Grantee.

F. Amendments

1. 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. Amendments must come in the form of a request and be submitted to the Grant Manager for review. The Grant Manager will work with the OPR/CV Grants Office to approve and process the amendment request. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. OPR reserves the right to amend this Agreement through a formal written amendment, signed by the parties, and approved by the Dept. of General Services' Office of Legal Services, if required.

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3. A change to the total agreement amount, whether reducing or increasing, would warrant a formal amendment. A change to the term start and end dates, would warrant a formal amendment.
4. Changes of up to twenty percent (20%) of the total dollar amount in this agreement of the existing line items outlined in Exhibit B.1 – Cost Sheet shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager and California Volunteers. Total costs cannot exceed the maximum grant fund amount set forth in this Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.
5. The Grantee may replace the current subgrantee(s) with new subgrantee(s) during the agreement and must provide written request to the Grant Manager stating:
 - Name of new subgrantee(s) who is replacing the current subgrantee(s)
 - Justification of why this new subgrantee(s) is replacing the current subgrantee(s)
 - Scope of responsibility remains the same as the previous subgrantee(s) which this new subgrantee is replacing
 - The subgrantee(s) hours and rates remain the same
 - No new line items shall be added to Exhibit B.1 – Cost Sheet
 - The costs for the new subgrantee(s) shall not, in any shape or form, modify the costs which is already present in Exhibit B.1 – Cost Sheet
 - Funds allocated in Exhibit B.1 – Cost Sheet for the subgrantee(s) is not overspent
 - A competitive process was done to select a new subgrantee to replace the old subgrantee
6. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
7. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties' Authorized Signatories or designees have signed the Grant Agreement amendment.

G. Insurance

1. Commercial General Liability

Grantee must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Grant. Grantee shall maintain general liability on an occurrence for with limits not less than \$1,000,000 per occurrence for bodily injury and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent Grantees,

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products/completed operations, personal & advertising injury and liability assumed under an insured Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability. The policy must include:

The Office of Planning and Research, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this Grant.

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Grantee's utilization of subgrantees to complete the Granted scope of work, Grantees shall include all subgrantees as insured under Grantee's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Grantee.

2. Automobile Liability (if applicable)

Grantee must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Grant. Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The Office of Planning and Research / Strategic Growth Council, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this Grant.

3. Worker's Compensation and Employers' Liability

Grantee must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Grant. Grantee shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance liability limits of \$1,000,000 are required.

When performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

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4. General Provisions Applying to all Policies

- a) Coverage Term – Coverage needs to be in force for the complete term of the Grant. If insurance expires during the term of the Grant, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Grant.
- b) Policy Cancellation of Termination and Notice of Non-Renewal – Grantee shall provide to the State within five (5) business days following receipt by Grantee a copy of any cancellation or non-renewal of insurance required by this Grant. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.
- c) Deductible – Grantee is responsible for any deductible or self-insured retention contained within their insurance program.
- d) Primary Clause – Any required insurance contained in the Grant shall be primary, and not excess or contributory to any other insurance carried by the State.
- e) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f) Endorsements – Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g) Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.

H. Force Majeure

Except for defaults of subgrantees, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Grantee arises out of a default of its subgrantee, and if such default of its subgrantee, arises out of causes beyond the control of both the Grantee and subgrantee, and without the fault or negligence of either of them, the Grantee shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subgrantee were obtainable from other sources in sufficient time to permit the Grantee to meet the required performance schedule.

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I. Computer Software

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

J. Ownership of Work and Copyrightable Materials

Any works developed during and/or pursuant to this agreement by Grantee, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Grantee further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Grantee's obligations under this provision shall survive the expiration or termination of this Agreement.

- 1) OPR reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, OPR shall have the sole and exclusive right, title, and interest (including trade secret and copyright interests) in the copyrightable materials. Grantee and his or her subgrantees hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to OPR.
- 2) OPR, at its discretion, may grant a nonexclusive and paid-up license to Grantee and his or her subgrantees to use said copyrightable materials. Grantee and his or her subgrantees agree to cooperate with and assist OPR to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.
- 3) Grantee and his or her subgrantees shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of OPR.
- 4) Grantee and his or her subgrantees shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of OPR.
- 5) Grantee's obligations under this provision shall survive the expiration or termination of this Agreement.

K. Confidentiality of State Information

It is expressly understood and agreed that information Grantee receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Grantee agrees to:

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- 1) Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
- 2) Ensure that Grantee's employees, agents, representatives, and independent Grantees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- 3) Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- 4) Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

L. Confidentiality of Data and Working Documents

- 1) Grantee shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express written permission of OPR's Grant Manager.
- 2) Permission to disclose information or documents on one occasion or at public hearings or workshops held by OPR relating to the same shall not authorize Grantee to further disclose such information or documents on any other occasion.
- 3) Grantee shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Grant, or OPR's actions on the same, except to OPR staff, Grantee's own personnel involved in the performance of this Grant, at a public hearing, or in response to questions from a legislative committee.
- 4) Grantee shall require each of its employees or officers who will be involved in the performance of this Grant to agree to the above terms.
- 5) Each subGrant shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

M. Evaluation of Consulting Agreements

Pursuant to Public Grant Code (PCC) Sections 10367 and 10369, the Grantee providing consultant services of \$5,000 or more shall be advised in writing that the performance will be evaluated. The evaluation shall be prepared on a Grant/Grantee Evaluation Sheet (STD. 4), within 60 days after completion of the agreement and maintained in the Agreement file. Any negative evaluations will be sent to the Department of General

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Services, Office of Legal Services (DGS/OLS) and a copy sent to the Grantee within 15 days. The Grantee shall have 30 days to prepare a statement defending his or her performance under the Grant and to send it to OPR and DGS/OLS.

N. DVBE AUDIT

Grantee agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Grantee's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Grant Code sections 10115 et. seq. Grantee agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Grantee further agrees to maintain such records for a period of three years after final payment under this Agreement.

O. DVBE Subgrantee Participation and Reporting Requirements

1. In the event the Grantee committed to provide DVBE subgrantee participation for this Agreement, the Grantee shall comply with their DVBE subgrantee participation commitment throughout the term of this Agreement. In the event this Agreement is amended to increase the maximum Agreement amount, the Grantee shall comply with their DVBE subgrantee participation commitment for the additional amount.
2. Upon completion of this Agreement, the Grantee shall download from www.dgs.ca.gov, complete, sign, and submit to OPR with the final invoice for payment a Prime Grantee's Certification - DVBE SubGranting Report (STD 817) certifying all of the following:
 - a) The total dollar amount the Grantee received under this Agreement.
 - b) This Agreement number and the name, address, and certification ID number of all DVBE subgrantees that participated in the performance of this Agreement.
 - c) The total dollar amount and percentage of this Agreement's total dollar amount the Grantee committed to each DVBE subgrantee.
 - d) The total dollar amount the Grantee paid each DVBE subgrantee.
 - e) That all payments under this Agreement have been made to the DVBE subgrantee(s).
 - f) The actual percentage of DVBE participation that was achieved. Upon request, the Grantee shall provide proof of payment for the work.
3. OPR will withhold \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment, until the Grantee complies with the certification requirements above. In the event the Grantee fails to comply with the certification requirements above, the Grantee shall be allowed

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to cure the defect after written notice. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the Grantee refuses to comply with the certification requirements above, OPR shall permanently deduct \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment (Military and Veterans Code Section 999.7).

4. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military and Veterans Code Section 999.5; Government Code Section 14841).
5. The Grantee agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military and Veterans Code, including, but not limited to, the requirements of Section 999.5(d).

P. Replacement of DVBE Subgrantees

1. Per Military and Veterans Code Section 999.5, a DVBE subgrantee may only be replaced by another DVBE subgrantee and must be approved by the Department of General Services (DGS).
2. The Grantee's failure to seek a substitution and adhere to the DVBE participation level identified in the Grantee's bid (when applicable) may be cause for termination of this Agreement, recovery of damages under rights and remedies due to the DMV, and penalties outlined in Military and Veterans Code Section 999.9; Public Grant Code Section 10115.10, or Public Grant Code Section 4110.

Q. DVBE Subgrantee Invoices

To ensure that DVBE participation is applied correctly, all DVBE subgrantee invoices submitted to the Grantee must include this Agreement number.

R. Incompatible Activities

1. Grantee's staff assigned to perform services shall not:
 - a. Participate in a criminal investigation or prosecution.
 - b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under this Agreement, including but not limited to, providing services that could be compensated by OPR.
 - c. Use information obtained performing services under the Agreement for personal gain or the advantage of another person.
 - d. Disclose any confidential information to anyone, including but not limited to: materials labeled as confidential, personal identifiable information, legal and criminal documentation.
 - e. Provide or use the name of persons or records of OPR for a mailing list, which has not been authorized by OPR.

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- f. Represent himself or herself as a OPR employee.
- g. All confidential information obtained during the performance of this Agreement shall be held in strict confidence and shall not be provided to persons not authorized to receive the information.
- h. It shall be the Grantee's responsibility to ensure that all staff assigned to provide services under this Agreement is made aware of and abides by these provisions as stated in this section of Exhibit D, Special Terms and Conditions. If an assigned staff is unwilling or unable to, or fails to abide by these provisions, the staff shall no longer be assigned to perform services in this Agreement and OPR shall not reimburse Grantee for expenditures incurred, including staff salary.

S. Operating Expenses

1. The Grantee may charge expenses to various line-item allocations as part of its operating expenses, including but not limited to: rent, utilities, postage, and telephone. Such expenses are generally identified as "direct costs".
2. The Grantee shall ensure that expenses that are classified as "direct costs" are not also included in the "indirect cost" or "overhead" categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. OPR reserves the right to deny any expenses that are deemed ineligible by the State.
3. The Grantee shall submit, upon OPR's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records, which substantiate the propriety of such charges.
4. The Grantee shall submit requests to the Grant Manager or designee via e-mail for review and prior written approval of any budget modification for line items under the operating expense category such as an increase to rent or offsetting savings from one line item to another.

T. Training-Related Reimbursement

1. Grantee shall obtain prior approval from OPR for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. The Grantee shall be required to acknowledge the support of OPR when publicizing the work under the Agreement in any media.
2. All such costs must be disclosed in the Budget of this agreement, include in the amount as stated in Exhibit B, Budget Detail and Payment Provisions. Grantee must submit training requests to the Grant Manager for review and approval prior to taking training. Approval for reimbursement for the requested training is at the discretion of OPR.

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U. Travel Reimbursement

The Grantee shall obtain written authorization via email from the Grant Manager or designee at least five (5) business days prior to any in-state travel for which the Grantee intends to seek reimbursement. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by CalHR. Current travel rates can be found at:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

No out-of-state travel is authorized under this Agreement.

V. Record Retention and Examination of California Auditor

For the purpose of determining compliance with GC section 8546.7, the Grantee and any Subgrantees shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement and documents as stated in Exhibit B, Budget Detail and Payment Provisions. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for a minimum of three (3) years from the date the record is created. The State, the State Auditor, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Grantee that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

W. Ownership of Work Product and Data – Integrity and Security

1. All work product as a result of the work performed by the Grantee under this Agreement, shall be owned by OPR and shall be considered works made for hire by the Grantee to OPR.
2. All intellectual property rights, ownership and title to all reports, documents, plans, and specifications produced as part of this Agreement will automatically be vested in OPR and no further agreement will be necessary to transfer ownership to OPR. The Grantee shall furnish OPR all necessary copies of data needed to complete the review and approval process.
3. Grantee shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - a. Encrypt all State-owned data in transit and where existing technology enables encryption at rest, stored on portable computing devices and portable electronic storage media. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules.

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- b. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- c. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals Granted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- d. Notify the Grant Manager within 24-hours of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- e. Advise the owner of the State-owned data and the OPR Grant Manager of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- f. Grantee shall use the State-owned data only for State purposes under this Agreement.
- g. Grantee shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s).
- h. The Grantee's staff assigned to perform services for OPR must adhere to the following provisions. Staff shall NOT do the following when handle State-owned data:
 - Share individual login ID and password with anyone else.
 - Walk away from their computer without locking the screen (Ctrl+Alt+Delete}.
 - Leave documents with Personal Identifiable Information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
 - Visit untrusted websites or open any attachments or links from untrusted email.
 - Uninstall or disable anti-virus software and automatic updates.
 - Install any unauthorized or unlicensed software.
 - Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
 - Disclose any PII information to unauthorized users.
 - Send any PII via email. Staff should use encrypted email if they must send email containing PII.

X. Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

All primary Grants and sub-Grantees, primary Grantees, and sub-awardees, agree that they have reviewed Executive Order N-6-22 and attest that they are in compliance with it prior to

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submitting their response to a solicitation, and prior to entering into a Grantual or grant agreement.

OPR will check the Office of Foreign Assets and Controls Sanctions List to ensure entities are not listed. Any entity found not being in compliance with Executive Order N-6-22 shall have their offer automatically disqualified, or Grant or grant voided.

By submitting an offer against a solicitation, the Grantee or Grantee represents that the Grantee or Grantee nor any of its sub-Grantees or sub-awardees are not a target of Economic Sanctions.

Should the State determine the Grantee, sub-Grantees, Grantee or sub-awardees are a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Grantee's bid/proposal any time prior to grant execution, or, if determined after grant execution, shall be grounds for termination by the State. See more at the following hyperlink to the online directory:

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO also directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state Grantees and grantees with agreements valued at \$5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

If the total value of this Agreement is valued at \$5 million dollars or more, the Grantee or Grantee agrees to provide report on their compliance with these economic sanctions. This report will be submitted on the Grantee or Grantee's official letterhead and will identify the actions they have taken to ensure compliance with these sanctions, and that the Grantee of Grantee has verified that all of their sub-Grantees or sub-awardees, if any, are also in compliance with these economic sanctions.

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