

Delta Stewardship Council Contract Examples

Contracts with the Regents of the University of California and the Trustees of the California State University only:

The Council is required to utilize the Model Agreement contract template as negotiated in the Memorandum of Understanding #AB20-2016, and also including model terms and conditions (UTC-518) for all new contracts between the Council and The Regents of the University of California and The Trustees of the California State University. A "new contract" is defined as the award of funds not previously budgeted or appropriated by a state agency for the work to be done by the university.

Here are the links to the model contract template and the UC terms and conditions as described above:

[Model Agreement Template](#) Effective 5/2018

[UTC-518 University Terms and Conditions](#) Effective 5/2018

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Delta Stewardship Council

CONTRACTOR'S NAME

2. The term of this Agreement is: **Date** through **Date**
 This agreement shall become effective upon start date or upon approval by the Department of General Services, Office of Legal Services or upon approval by the Council, whichever date is later.

3. The maximum amount of this Agreement is: \$ ----- Dollars

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	2 page(s)
Exhibit A - Attachment 1, Detailed Scope of Work	1 page(s)
Exhibit A - Attachment 2, Curriculum Vitae or Resumes	2 page(s)
Exhibit B - Payment Provisions	3 page
Exhibit B - Attachment 1, Budget Detail	1 page(s)
Exhibit C* - General Terms and Conditions	GTC 04/2017
Exhibit D - Special Terms and Conditions	5 page(s)
Exhibit E - Protection of Confidential and Sensitive Information	2 page(s)
Exhibit E - Attachment 1, Non - Disclosure Certification	1 page
Exhibit F - Contractor's Release Form	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per: SCM 4.04 .A. 2 Approved as to form _____ Chief Counsel Date
AGENCY NAME		
Delta Stewardship Council		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jessica Law, Chief Deputy Executive Officer		
ADDRESS		
980 Ninth Street, Suite 1500, Sacramento, CA 95814		

EXHIBIT A
Scope of Work

1. Background/Purpose

2. General Statement of Work

3. Tasks, Deliverables, and Timelines

Task 1:

Deliverables:

Timelines:

4. Representatives and Contact Information

State Agency: Delta Stewardship Council	Contractor:
Section/Unit:	Section/Unit:
Representative:	Attention:
Address:	Address:
Phone: (916)	Phone:
Fax: (916)	Fax:
Email:	Email:

If the COUNCIL Representative is changed, then Contractor will be notified via e-mail.

5. Location of Work

**Exhibit A, Attachment 1
Detailed Scope of Work**

Exhibit A, Attachment 2
CURRICULUM VITAE - RESUMES

EXHIBIT B
Payment Provisions

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered according to the scope of work, terms, conditions, and exhibits of this Agreement; and upon receipt and approval of invoices, the COUNCIL agrees to compensate Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment 1. The COUNCIL will not accept an invoice for which work has not been completed/approved and will return the invoice as a disputed invoice to the Contractor.
- B. Invoices shall be submitted not more frequently than monthly in arrears after receiving notice of satisfactory completion or acceptance of work by the COUNCIL. Contractor shall submit one (1) copy of the invoice bearing the Agreement Number, including other required information (see item D below), to:

Delta Stewardship Council
Attention: Council Accounting Office
980 Ninth Street, Room 1500
Sacramento, California 95814

- C. Monthly invoices shall be submitted for payment within 30 days following the end of each calendar month in which work was performed and costs incurred in the performance of the Agreement, unless the contract has reached the expiration/termination date (see item 5 below, "Timely Submission of Final Invoice") or alternate deadline that is agreed to in writing by the COUNCIL.

Undisputed invoices shall be paid within 45 days of the date received by the COUNCIL Accounting Office.

Costs and/or expenses deemed unallowable are subject to recovery by the COUNCIL, see item 7 below, "Recovery of Overpayments".

- D. Invoices should be printed on Contractor's letterhead and signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract. Invoices must also include at a minimum the following information:
- Agreement Number.
 - Invoice Number.
 - Invoice Date.
 - Total dollar amount being billed for the statement period including the billing/performance period covered.
 - Description of the work performed as shown in Agreement.
 - Itemized cost breakdown in the same or greater level of detail as shown in this Agreement.
 - Copy of receipts of actual out-of-pocket expenses that were preapproved by the COUNCIL or designee.
 - Report expenses attributed to Disabled Veteran Business Enterprise (DVBE) subcontractors or DVBE suppliers at any tier (if applicable). This requirement only applies if the Contractor identified DVBEs for participation during the selection or negotiation process.
 - Certified Small Business status only if Contractor is a California Small Business, if applicable.
 - Travel Expense Claim (Std. 262) with original receipts not to exceed shown in the Agreement, if applicable.

Federal agencies shall invoice for travel reimbursement at State rates, and make necessary arrangement with their agency to be personally reimbursed for expenses at the available federal rate.

2. STATE BUDGET CONTINGENCY CLAUSE

- A. 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 COUNCIL will 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.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the COUNCIL will have the option to either: cancel this Agreement with no liability occurring to the COUNCIL, or offer an Agreement Amendment to Contractor to reflect the reduced amount. Contractor shall be reimbursed for any completed work or work in progress at the time of termination of the agreement if approved by COUNCIL.

3. FEDERALLY-FUNDED CONTRACTS

- A. All contracts, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions:
1. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 2. This contract is valid and enforceable only if sufficient funds are made available to the COUNCIL by the federal Government for the specified fiscal year and for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 3. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 4. The COUNCIL has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. 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. An incomplete/disputed invoice will be returned to Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

5. CONTRACTOR PAYMENT

- A. Contractor will be paid in accordance with Exhibit B, Attachment 1, upon successful completion of work and final approval from the COUNCIL, not to exceed the total dollar amount of the Agreement inclusive of any expenses, travel and per diem. Such work will be at the direction of the COUNCIL or designee.

Notwithstanding any wording to the contrary, travel reimbursement is not allowed if not specified in Exhibit B, Attachment 1, "Budget Detail".

- B. Travel and per diem expenses in this Agreement will be reimbursed within 45 days of receipt of an undisputed Travel Expense Claim(Std. 262*), and will be at the same rates the COUNCIL provides for non-represented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. The State's current travel and per diem rates are available at:
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

The Std. 262 claim form is available at:
<http://www.osp.dgs.ca.gov/StandardForms/Fill+and+Print+Standard+eforms.htm>.

- C. The original receipt must be attached to the claim (Std. 262) before the expense can be reimbursed. No expenses outside the State of California can be reimbursed unless there is prior written authorization from the COUNCIL. Exceptions are allowed for the Contractor's travel expenses when their headquarters address is out of state.

6. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the COUNCIL. The final invoice must be clearly marked "**FINAL INVOICE**", thus indicating that all payment obligations of the COUNCIL under this Agreement have ceased and that no further payments are due or outstanding.
- B. The COUNCIL may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written COUNCIL approval of an alternate final invoice submission deadline. Written COUNCIL approval shall be sought from the COUNCIL prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (**Exhibit F**)" acknowledging submission of the final invoice to the COUNCIL.

7. RECOVERY OF OVERPAYMENTS

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or audit finding that is appealed and upheld, will be recovered by the COUNCIL and/or federal government by one of the following options:
 - 1. Contractor's remittance to the COUNCIL of the full amount of the audit exception within 30 days following the COUNCIL's request for repayment; or
 - 2. A repayment schedule which is agreeable in writing to both the COUNCIL and the Contractor.
- B. The COUNCIL reserves the right to select which option will be enforced and the Contractor will be notified by the COUNCIL in writing of the claim option to be utilized.
- C. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

EXHIBIT B: ATTACHMENT 1
Budget Detail

(Title/Description of Services/Agency)

Budget Detail

The Contractor agrees to perform and complete the work as described in Exhibit A, Scope of Work within the total budget not to exceed \$##,###.

<u>Task #</u>	<u>Description</u>	#	Hours	Rate	F.Y. 2015-2016	F.Y. 2016-2017	F.Y. 2017-2018	Total
	Investigator	4	30	\$150	\$18,000	\$18,000	\$18,000	\$18,000
	Principal Investigator	1	40	\$150	\$0.00	\$0.00	\$0.00	\$0.00
	Travel and per diem				\$0.00	\$0.00	\$0.00	\$0.00
	Indirect				\$0.00	\$0.00	\$0.00	\$0.00
	Total Cost				\$0.00	\$0.00	\$0.00	\$29,200.00

EXHIBIT C*
General Terms and Conditions

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

These documents can be viewed at: <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

[GTC 04/2017](#) - General Terms and Conditions for all contracts except Interagency Agreements. This language effective on 4/4/2017.

[GIA - 610](#) - General Terms and Conditions for Interagency Agreements (see SCM Section 3.03). This language effective on 6/9/2010.

EXHIBIT D
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.

2. DISPUTE RESOLUTION

Any claim that the Contractor may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the COUNCIL in writing within ten (10) days of discovery of the problem. The Contractor and the COUNCIL or designee will then attempt to negotiate a resolution of the claim, if appropriate, and process an amendment to this Agreement to implement the terms of any such resolution. If the Contractor and the COUNCIL are unable to resolve the dispute, the decision of the COUNCIL or designee will be final, unless appealed to a court of competent jurisdiction. Contractor will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this agreement will prevail over any other language including that of the bid proposal.

3. ACKNOWLEDGMENT OF CREDIT

The Contractor will include appropriate acknowledgment of credit to the State of California, the COUNCIL and all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.

4. STANDARD OF PROFESSIONALISM

The Contractor will conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

5. TERMINATION WITHOUT CAUSE

The COUNCIL may terminate this Agreement without cause upon thirty (30) days advance written notice. The Contractor will be reimbursed for all reasonable expenses incurred up to the date of termination.

6. COMPUTER SOFTWARE

If software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that COUNCIL funds will not be used in the performance of this Agreement. Acquisition, operation, or maintenance of computer software during the term of this Agreement must be performed in accordance with all applicable laws and vendor license agreements. Contractor will provide all necessary business productivity or utility software in addition to any required computer equipment, peripherals and proprietary or specialty software when performing services at Contractor location.

7. RIGHTS IN DATA

The COUNCIL will retain rights to all final products produced as a result of this agreement. The Contractor will provide the COUNCIL with an electronic or camera ready version of the final product. Contractor will have full rights to reproducing the product(s) as long as used for government and not commercial, purposes.

The COUNCIL has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this Agreement; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the COUNCIL.

8. COPYRIGHT

All rights in copyright works created by Contractor in the performance of work under this Agreement are the property of the COUNCIL. COUNCIL will grant Contractor a royalty-free, non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are used for government, and not commercial purposes.

9. INTELLECTUAL PROPERTY INDEMNITY

Contractor will defend and indemnify the COUNCIL from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees for attorneys and other professionals) to the extent arising out of any third party claim solely arising out of the negligent or other tortious acts or omissions by the Contractor, its employees, or agents, in connection with intellectual property claims against either deliverables or the Contractor's performance thereof under this Agreement.

10. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise shall create any contractual relation between the COUNCIL and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the COUNCIL 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 the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the COUNCIL's obligation to make payments to the Contractor. As a result, the COUNCIL shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

11. SUBCONTRACTING

The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the COUNCIL during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the COUNCIL. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should COUNCIL determine that

the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the agreement terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, COUNCIL may request substitution of the subcontractor.

12. CONTRACTOR EVALUATION

Within sixty (60) days after the completion of this Agreement, the COUNCIL will complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation (PCC 10369).

13. FORCE MAJEURE

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

14. AGENCY LIABILITY

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 COUNCIL will, 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.

15. RENEWAL OF Contractor Certification Clauses

Contractor will renew the Contractor Certification Clauses (CCC-307) or successor documents every three (3) years or as changes occur, whichever occurs sooner.

16. CONFLICT OF INTEREST

A. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

(1) Current State Employees: (PCC §10410)

(a) 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.

(b) 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.

(2) Former State Employees: (PCC §10411)

(a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into an 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 Agreement while employed in any capacity by any state agency.

(b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an 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 Agreement within the 12-month period prior to his or her leaving state service.

B. Penalty for Violation: If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC §10420).

C. Members of Boards and Commissions: 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 (PCC §10430 (e)).

D. Representational Conflicts of Interest: The Contractor must disclose to the COUNCIL any activities by Contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to the COUNCIL. The COUNCIL may immediately terminate this Agreement if the Contractor fails to disclose the information required by this section. The COUNCIL may immediately terminate this Agreement if any conflicts of interest cannot be reconciled with the performance of services under this Agreement.

E. Financial Interest in Agreements: Contractor should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

F. Prohibition for Consulting Services Agreements:

For consulting services Agreements (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the Agreement price) may not submit a bid/SOQ, or be awarded an Agreement, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services agreement (see PCC §10365.5).

17. POLITICAL REFORM ACT REQUIREMENTS

If the COUNCIL considers the Contractor to be a “consultant,” i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701:

- A. Form 700 Disclosure: The Contractor shall complete and submit to the COUNCIL an “Assuming Office Statement” Form 700, Statement of Economic Interest, within 30 days of the effective date of the contract, updated both annually and when changes in duties occur. Contractors may access the Form 700 on the Fair Political Practices Commission website, www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). Contractor will also be required to submit a “Leaving Office Statement” upon completion of all contract assignments.
- B. Financial Conflict of Interest Prohibition: Contractor must review his or her Form 700 and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”

- C. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
- (1) Failure to complete and submit all required Form 700(s) by the appropriate filing deadlines, or respond to any request from the COUNCIL for additional information regarding any Form 700;
 - (2) or Failure to notify COUNCIL of a potentially disqualifying conflict of interest.

EXHIBIT E
Protection of Confidential and Sensitive Information

1. For purposes of this Exhibit, "Contractor" means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the COUNCIL pursuant to an agreement, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Agreement"). The term "Contractor" also includes Contractor's officers and employees and affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales agreement, or other legal relationship with Contractor to carry out the terms of the Agreement.
2. This Exhibit shall apply to all Contractors the terms of whose Agreements with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under an Agreement with the Department.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify Department promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.

11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Department) without prior written approval from the Department.
14. At or before the termination date of the Agreement, Contractor shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Department; or (c) if required by law to retain such information beyond the termination date of the Agreement, provide for the Department's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Contractor shall cooperate with the Department's Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Agreement and for imposition of civil and criminal penalties.

EXHIBIT E, ATTACHMENT 1
Non – Disclosure Certification

Contractor hereby certifies their understanding that access to Confidential and Sensitive Information is provided to them pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit E of this Agreement. Contractor hereby agrees to be bound by those terms and restrictions. Contractor understands that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the Exhibit E. Contractor acknowledges that a violation of this certificate may result in termination of the Agreement and/or imposition of civil or criminal penalties.

EXHIBIT F
Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original. The original must bear the original signature of a person authorized to bind the Contractor.

Submission of Final Invoice

Pursuant to **Agreement number** _____ entered into between Delta Stewardship Council (COUNCIL) and the Contractor (identified below) the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____ in the **amount(s) of \$** _____ and **dated** _____. If necessary enter "See Attached" in the appropriate blocks and attach a list of invoice numbers dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the COUNCIL, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowance of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the COUNCIL.

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said Agreement.

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by COUNCIL or purchased with or reimbursed by the Agreement's funds) Unless COUNCIL has approved the continued use and possession of COUNCIL equipment (as defined in the above referenced Agreement) for use in connection with another COUNCIL agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to COUNCIL, if said equipment has not passed its useful life expectancy as defined in the above referenced Agreement.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced Agreement, including, but not limited to, those provisions relating to notification to the COUNCIL and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on Agreement): _____

Signature of Contractor or Official Designee: _____

Date: _____

Printed Name/Title of Person Signing: _____