

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>CN230300</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>EDU-6100</b>
-------------------------------------	--

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

CONTRACTING AGENCY NAME

California Department of Education

CONTRACTOR NAME

Sonoma County Department of Health Services

2. The term of this Agreement is:

START DATE

06/15/2024

THROUGH END DATE

09/14/2024

3. The maximum amount of this Agreement is:

\$15,768.00

Fifteen thousand, seven hundred and sixty-eight dollars, and zero 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	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions - GTC 04/2017	0
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	Additional Provisions	1

*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.)

Sonoma County Department of Health Services

CONTRACTOR BUSINESS ADDRESS

1450 Neotomas Ave., Suite 200

CITY

Santa Rosa

STATE

CA

ZIP

95405

PRINTED NAME OF PERSON SIGNING

Tina Rivera

TITLE

Director, Department of Health Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER CN230300	PURCHASING AUTHORITY NUMBER (If Applicable) EDU-6100
------------------------------	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Education

CONTRACTING AGENCY ADDRESS

1430 N Street, Suite 2213

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Leisa Maestretti

TITLE

Director, Fiscal & Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide on-site health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction, as described herein. These inspections will be conducted in accordance with state and local environmental health standards.

II. CONTRACT MONITORS:

The California Department of Education (CDE) assigns **Barbara Hedges**, [bhedges@cde.ca.gov](mailto:bhedges@cde.ca.gov), (916) 327-6071 as the State Contract Monitor to oversee this project. Said State Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The Contractor assigns **Leslye Choate**, [Leslye.choate@sonoma-county.org](mailto:Leslye.choate@sonoma-county.org), (707) 565-6546 as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

III. BACKGROUND:

The CDE, Nutrition Services Division administers the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP), which ensures children continue to receive nutritious meals when school is not in session. SFSP sponsors include public and private nonprofit organizations that prepare meals or purchase them from a school district or commercial vending company. Federal regulations require health inspections of the SFSP sponsors. Sponsoring organizations are required to notify their local health agency (Contractor) of their intent to operate an SFSP and they must operate within the standards prescribed by their local health agency. The USDA provides funding to reimburse the local health agencies for providing health and sanitation inspections for the agencies participating in the SFSP. If the Contractor does not perform these inspections, unsafe food in unsanitary conditions will potentially be served by agencies funded by the SFSP.

IV. PROJECT DESCRIPTION:

The Contractor will:

- Confirm operating dates and meal times with the sponsor or site contact before visiting the sites.

**Sonoma County Department of Health Services  
CDE Agreement # CN230300**

- Confirm SFSP site approval with the CDE Summer Meal Service Sites web page at <https://www.cde.ca.gov/ds/sh/sn/summersites.asp>, ensuring to filter out Seamless Summer Option (SSO) sites and SFSP sites located in schools that participate in the National School Lunch Program (NSLP) or School Breakfast program (SBP) and that are in compliance with NSLP or SBP inspection requirements as they are not required to obtain an additional inspection.
- Visit food preparation facilities and SFSP sites in person, where meals are delivered and eaten, during a meal service.
- Observe for safe and sanitary food handling techniques as well as proper storage of food.
- Test equipment used in the transporting and delivery of meals for temperature and damage control.
- Provide complete and legibly written inspection reports, which include entries for time in and time out, to the SFSP program sponsors and to the CDE Contract Monitor by email, along with invoice(s).
- Furnish all labor and materials necessary to perform the inspection services.

The CDE will:

- Direct each sponsor participating in the SFSP to notify its respective health department of the agency's participation in the program, by letter. This letter must include the site location, dates of meal service, and meal service times. The sponsor is also required to notify the local health department of any changes.

**V. REPORT:**

The Contractor will submit to the CDE Contract Monitor for review; copies of all reports generated as a result of the Contractor's inspections by email along with invoice(s).

The Contractor will keep on file all reports for three years following the conclusion of the contract.

The Contractor will submit to the CDE Contract Monitor a list of all agencies inspected during the contract period and identify which inspections are being billed.

**VI. INVOICING:**

The Contractor will provide a total of up to 36 inspections for a total amount not to exceed \$15,768.00 nor to exceed the amounts specified in each time period identified on Exhibit B Budget Detail. No amount can be moved from one fiscal year to another. Each invoice must have a different invoice number and must be separated by the state

**Sonoma County Department of Health Services  
CDE Agreement # CN230300**

fiscal year the inspections were conducted in. Invoice totals from each fiscal year may not be combined.

The Contractor will submit all invoices and reports by email to the CDE Contract Monitor and to the SFSP at [SFSP@cde.ca.gov](mailto:SFSP@cde.ca.gov), no later than September 14, 2024. Invoices received by the CDE Contract Monitor after September 14, 2024, may not be paid.

All payment requests by the Contractor will be submitted on the Contractor's preprinted letterhead and must identify the agreement number, invoice number, invoice date, services provided, and service period.

The Contractor will not be reimbursed for sites not in service, incomplete inspections, and SSO site inspections.

EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number CN230300** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

California Department of Education  
Nutrition Services Division  
1430 N Street, Suite 4503  
Sacramento, CA 95814  
Attention: Barbara Hedges  
Email: [bhedges@cde.ca.gov](mailto:bhedges@cde.ca.gov)

**II. PAYMENT:**

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

**III. BUDGET CONTINGENCY CLAUSE (Rev. 9/12):**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

**Sonoma County Department of Health Services  
CDE Agreement # CN230300**

- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

**EXHIBIT B**

**BUDGET DETAIL**

Contractor will provide up to 36 inspections not to exceed the total budget amounts below. No amount can be moved from one fiscal year to another.

Inspections to be conducted: **June 15, 2024–June 30, 2024**

<b>Type of Site</b>	<b>Fee Per Site Inspection</b>
Vended Feeding Sites	\$438.00
On-site Preparation Sites	N/A
Meal Preparation Facilities	N/A
<b>Maximum Amount Allocated for Fiscal Year 2023–24: \$7,008.00</b>	

Inspections to be conducted: **July 1, 2024–September 14, 2024**

<b>Type of Site</b>	<b>Fee Per Site Inspection</b>
Vended Feeding Sites	\$438.00
On-site Preparation Sites	N/A
Meal Preparation Facilities	N/A
<b>Maximum Amount Allocated for Fiscal Year 2024–25: \$8,760.00</b>	



EXHIBIT D

**SPECIAL TERMS & CONDITIONS**

**I. RESOLUTION OF DISPUTES:**

If the Contractor disputes any action by the CDE Contract Monitor arising under or out of the performance of this contract, the Contractor shall notify the CDE Contract Monitor of the dispute in writing and request a claims decision. The CDE Contract Monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the CDE Contract Monitor's claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

**II. RIGHT TO TERMINATE:**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

**III. TERMINATION FOR TARGETS OF ECONOMIC SANCTIONS; EXECUTIVE ORDER N-6-22 – RUSSIA 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. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic

Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**IV. ICT ACCESSIBILITY REQUIREMENTS (05/2018):**

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 11135 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the California Department of Education's (CDE) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE's Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE's Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.
- B. The definition of "Information and Communications Technology" or "ICT" includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE's request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

**V. PROHIBITION OF DISCRIMINATION:**

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any

characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

**VI. HEALTH AND SAFETY:**

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

EXHIBIT E

**ADDITIONAL PROVISIONS**

**I. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:**

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

**II. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The CDE has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the reporting requirements set forth in *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200.