

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C25-33373	PURCHASING AUTHORITY NUMBER (If Applicable) DOR-5160
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

San Bernardino County Workforce Development Board

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$32,711.85 (Thirty-Two Thousand Seven Hundred Eleven Dollars and Eighty-Five 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	1
Exhibit B	Budget Detail and Payment Provisions	2
Attachment 1	Budget Detail and Payment Provisions	4
+ -	Exhibit C* General Terms and Conditions	GTC 2/2025 (Dated 02/2025)
+ -	Exhibit D Special Terms and Conditions (Attached hereto as part of this agreement)	7

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 Bernardino County Workforce Development Board

CONTRACTOR BUSINESS ADDRESS

290 North D Street, Suite 600

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Dawn Rowe

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Linda Vu

TITLE

Chief, Contracts & Procurement

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 4.04 (A2)

EXHIBIT A SCOPE OF WORK

San Bernardino County Workforce Development Board

1. Introduction

DOR will participate in the America's Job Centers of America delivery system under the Workforce Innovation and Opportunity Act (WIOA), the Department of Rehabilitation (DOR) will financially participate cost shares towards the operating costs of those America's Job Centers of California in which DOR staff is co-located. The agreed allocation and payment of the operating costs of the America's Job Centers of California that is attributable to DOR are outlined in Exhibit B.

2. Services to Be Provided

DOR agrees to provide vocational rehabilitation services to individuals whom DOR determines to be eligible for such services, and for whom such services are necessary and appropriate, consistent with federal and state law.

3. Locations

Comprehensive AJCC #2 East Valley
500 Inland Center Drive, Sp. 508
San Bernardino, CA 92408

4. Contract Administrators

Department of Rehabilitation

Paul Ceballos
2010 Iowa Ave., Suite 100
Riverside, CA 92507
Phone: (951) 782-4350
E-mail: Paul.Ceballos@dor.ca.gov

San Bernardino County Workforce Development Board

Melissa Luevano, Staff Analyst
290 North D Street, Suite 600
San Bernardino, CA 92415
Phone: (909) 387-9857
Email: Melissa.Luevano@wdd.sbcounty.gov

EXHIBIT B
ONE STOP AGREEMENT
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s) by the DOR Contract Administrator, the DOR agrees to compensate, in arrears, the Contractor for actual expenses incurred in accordance with the rates specified herein (Attachment 1) and hereto attached and made a part of this Agreement.
- B. Invoices shall be submitted, in triplicate, to the DOR no later than thirty (30) days after the service has been completed or within five (5) business days after the DOR Contract administrator/designee has requested in writing for the invoice to be submitted.
- C. Submit invoices to: DOR Contract Administrator, Paul.Ceballos@dor.ca.gov
- D. Payment shall be in arrears contingent upon receipt of an approved monthly invoice by the DOR Contract Administrator/designee. The invoice must be submitted on Contractor's letterhead signed by authorized representative, and include:
 - 1) Contract Number
 - 2) Total dollar amount for the month DOR is being invoiced as detailed in Attachment 1

2. Budget Contingency Clause (State Funds)

- 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 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.
- B. 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. Federal and State funds are time limited; therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is

due no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.

- D. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.

3. For Federally Funded Agreements

- A. It is mutually understood between the parties that this Agreement 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 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 State Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. Prompt Payment Clause

The Department of Rehabilitation is obligated to promptly pay all invoices (Government Code Chapter 4.5 commencing with §927). However, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the Department of Rehabilitation is required to pay Contractors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The Contractor does not need to request the late payment as the Department of Rehabilitation will determine and send any late payment to the Contractor.

**ATTACHMENT 1
BUDGET DETAIL AND PAYMENT PROVISIONS
San Bernardino County Workforce Development Board
Comprehensive AJCC #2 East Valley**

DOR's Shared Cost

1. Office Space

Description: Base Rent Per 64 sq. ft. Cubicle. Incl. Janitorial, Maintenance and Utilities.

▪ Year 1 Monthly Amount:	\$577.87
▪ Year 2 Monthly Amount:	\$595.21
▪ Year 3 Monthly Amount:	\$613.06
▪ Year 1 Annual Amount:	\$6,934.47
▪ Year 2 Annual Amount:	\$7,142.50
▪ Year 3 Annual Amount:	\$7,356.77

Allocation Method: Straight line allocation: $\$577.87 \times 12 \text{ months} = \$6,934.44$ per annum. Total Amount for Term of Agreement: 3% increase for Rent expenses over the years.

2. Photocopier

Description: Copier and Fax Machine Per Month. Monthly Lease incl. maintenance for 2 Color and 1 Black & White Copier.

▪ Year 1 Monthly Amount:	\$25.41
▪ Year 2 Monthly Amount:	\$26.17
▪ Year 3 Monthly Amount:	\$26.96
▪ Year 1 Annual Amount:	\$304.92
▪ Year 2 Annual Amount:	\$314.07
▪ Year 3 Annual Amount:	\$323.49

Allocation Method: Straight Line Allocation $\$25.41/\text{mo} \times 12 \text{ months} = \304.92 per annum. Total Amount for Term of Agreement: 3% increase for photocopier service over the years.

3. Telephone/Communications

Description: Telephone Services Per Person. Monthly costs of Dial Tone and Voice Mail.

▪ Year 1 Monthly Amount:	\$30.42
▪ Year 2 Monthly Amount:	\$31.33
▪ Year 3 Monthly Amount:	\$32.27
▪ Year 1 Annual Amount:	\$365.04
▪ Year 2 Annual Amount:	\$375.99
▪ Year 3 Annual Amount:	\$387.27

Allocation Method: Straight line allocation- $\$30.42 \times 12 \text{ months} = \365.04 . 3% increase for telephone service over the years. 3% increase for telephone service over the years.

4. Security

Description: Security per sq. ft. Monthly Security Guard @ \$11897. Alarm Service @ \$94.

▪ Year 1 Monthly Amount:	\$115.32
▪ Year 2 Monthly Amount:	\$118.78
▪ Year 3 Monthly Amount:	\$122.34
▪ Year 1 Annual Amount:	\$1,383.84
▪ Year 2 Annual Amount:	\$1,425.36
▪ Year 3 Annual Amount:	\$1,468.12

Allocation Method: Straight-Line Allocation $\$1.30 + 128.68 = \$115.32 \times 12 \text{ months} = \$1,383.84$. Total Amount for Term of Agreement: 3% increase for security/alarm service over the years.

5. Other

Description: Shared Office Assistant.

▪ Year 1 Monthly Amount:	\$105.15
▪ Year 2 Monthly Amount:	\$108.30

- Year 3 Monthly Amount: \$111.55
- Year 1 Annual Amount: \$1,261.80
- Year 2 Annual Amount: \$1,299.65
- Year 3 Annual Amount: \$1,338.64

Allocation Method: Straight-Line Allocation $\$105.15 \times 12 \text{ months} = \$1,261.80$ per partner staff. Total Amount for Term of Agreement: 3% increase for Shared OA salary over the years.

6. Other

Description: Information Technology Network Maintenance, Labor Charges

- Year 1 Monthly Amount: \$0.89
- Year 2 Monthly Amount: \$0.92
- Year 3 Monthly Amount: \$0.94
- Year 1 Annual Amount: \$10.68
- Year 2 Annual Amount: \$11.00
- Year 3 Annual Amount: \$11.33

Allocation Method: Straight Line Allocation $\$0.89/\text{mo} \times 12 \text{ months} = \10.68 per annum. Total Amount for Term of Agreement: 3% increase for IT Services over the years.

7. Other

Description: Card Access

- Year 1 Monthly Amount: \$107.51
- Year 2 Monthly Amount: \$110.74
- Year 3 Monthly Amount: \$114.06
- Year 1 Annual Amount: \$322.53
- Year 2 Annual Amount: \$332.21
- Year 3 Annual Amount: \$342.17

Allocation Method: One-time fee applies only if an access card is issued; estimate is based on three cards per year for one employee in the event of loss or turnover. Straight-Line Allocation $\$107.51 \times 3 \text{ cards} = \322.53 per partner staff. Total Amount for Term of Agreement: 3% increase for service over the years.

Contract Monthly AVG Amount: \$962.57
Contract Annual AVG Amount: \$10,583.28

FY 2025/2026 Annual Amount: \$10,583.28
FY 2026/2027 Annual Amount: \$10,900.77
FY 2027/2028 Annual Amount: \$11,227.80

Three (3) Year Contract Total
Not to Exceed: \$32,711.85

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
AMERICA'S JOB CENTER OF CALIFORNIA AGREEMENT

1. Notification

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

2. Disputes

- A. If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:
- B. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the DOR Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph 3, listed below.
- C. Contractor must submit a letter of appeal to the Agency Director explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Director or designee shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. Right to Terminate

- A. 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.

- B. 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 agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State’s notification to the Contractor.
- C. 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 service as a result of any action by any governmental authority.

4. Basic Insurance Requirements

A. General Provisions Applying to All Policies

- 1) **Coverage Term** – Coverage needs be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of the insurance. Any new insurance must still comply with the terms of the Agreement.
- 2) **Policy Cancellation of Termination & Notice of Non-Renewal** – Contractor shall provide to the State within five (5) business days following receipt by contractor a copy of any cancellation or non-renewal of insurance required by this agreement. In the event contractor 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 agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 3) **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) **Primary Clause** – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) **Endorsements** – Any required endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- 7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.

B. Insurance Coverage

- 1) **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy must include:

(Agency/Department Name), The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be available upon request by DOR.

5. Confidentiality

- A. Contractor agrees that any report or material created during the performance of this agreement will not be released to any source except as required by this agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this agreement and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- D. Contractor agrees to report any security breach or information security incident involving DOR consumers’ personal information to the DOR’s Contract Administrator and the DOR’s Information Security Officer. The DOR’s Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:

1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this agreement.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<https://www.dor.ca.gov/Home/SecurityandPrivacy>.
- I. Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

6. Audit and Review Requirements

General Audit and Review Requirements

- A. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and

Federal laws and regulations, including the applicable OMB Circulars.

- B. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.
- C. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program, with the written consent of the individual.
- D. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this agreement and other applicable federal or state statutes and regulations.
- E. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the agreement, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.

7. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State 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 State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

8. Amendments

In the event that additional services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the

general scope of work outlined, an amendment to this Agreement is required for additional money and/or time.

The State has the option to renew the agreement for an additional (1) one-year period under the same terms and conditions.

9. Licenses and Permits

- A. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- B. Contractor shall be located within the State of California, with a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted.
- C. In the event, any license(s) and/or permit(s) expire at any time during the term of this AGREEMENT, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

10. Non Eligible Alien – All Sole Proprietor Contracts:

Contractor shall comply with US Code, Title 8, Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.

11. Debarment, Suspension, Ineligibility and Voluntary Exclusion

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (Reference website: <https://www.sam.gov/SAM/>).

12. Prohibition on Tax Delinquency

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. (Public Contract Code Section

10295.4). In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>

(Board of Equalization) <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

13. False Claim Act

Contractor agrees that it shall promptly notify the State and refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claim Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving this Contract.

14. Fraud Awareness Training

The Contractor, its employees or any individuals performing activities related to this Contract shall review the "Fraud Awareness Overview" no later than 30 days upon Contract award. The Fraud Awareness Overview maybe viewed at the following internet site: <http://indor/directorsoffice/chief-deputy-director/audit-services/fraud-awareness>. Hard copy available upon request.

15. 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.