

**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

1. APPROVAL

This Agreement is of no force or effect until signed by both parties.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT

This Agreement is not assignable by the Subcontractor, either in whole or in part, without the consent of the NCIDC in the form of a formal written amendment.

4. AUDIT

Subcontractor agrees that the Northern California Indian Development Council, Inc. and/or the State of California and their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Subcontractor agrees to include a similar right of the NCIDC and/or the State of California to audit records and interview staff in any subcontractor related to the performance of this Agreement. (Government Code Section 8546.7, Public contract Code Section 10115 et seq., California Code of Regulations title 2, Section 1896)

5. INDEMNIFICATION

The Subcontractor agrees to indemnify, defend, and save harmless NCIDC and/or the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, delegate agencies, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Subcontractor in the performance of this Agreement.

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6. DISPUTES

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

7. TERMINATION FOR CAUSE

The NCIDC may terminate this Agreement and be relieved of any payments should the Subcontractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the NCIDC may proceed with the work in any manner deemed proper by the NCIDC. All costs to the NCIDC shall be deducted from any sum due the Subcontractor under this Agreement and the balance, if any, shall be paid to the Subcontractor upon demand.

8. INDEPENDENT SUBCONTACTOR

Subcontractor, and the agents and employees of Subcontractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the NCIDC.

9. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Subcontractor and its delegate agencies shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Subcontractor and delegate agencies shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subcontractor and delegate agencies shall comply with the provisions of the Fair Employment and Housing Act (Government Code 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subcontractor and its delegate agencies shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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Subcontractor shall include the nondiscrimination and compliance provisions of this clause in all delegate agreements to perform work under the Agreement.

10. CERTIFICATION CLAUSE

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto. Links to these documents can be found at <http://ncidc.org/statewide-operations/csbg-info>

11. TIMELINESS

Time is of the essence in the performance of this Agreement.

12. COMPENSATION

The consideration to be paid to Subcontractor, as provided herein, shall be in compensation for all of Subcontractor's expenses incurred in the performance hereof, including travel and per diem and taxes, unless otherwise expressly so provided.

13. GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. CHILD SUPPORT COMPLIANCE ACT

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

- A. The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earning assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Subcontractor, to the best of its knowledge is fully complying with the earning assignment orders of all employees and is providing

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the names of all new employees to the New Hire Registry  
maintained by the California Employment Development Department.

15. UNENFORCEABLE PROVISIONS

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. PRIORITY HIRING CONSIDERATIONS

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