

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

528



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
April 25, 2014

**SUBJECT:** Ratify First Amendment to the Agreement #13-20066 with California Department of Public Health and ratify First Amendment to the Agreement #14-027 with Desert AIDS Project for HIV Care Program and Minority AIDS Initiative. All Districts. [\$2,419,110] 100% funded by the State of California.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify First Amendment to the Grant Agreement #13-20066 between the California Department of Public Health and County of Riverside Department of Public Health to extend the period of performance to July 1, 2013 through March 31, 2016 for an increase amount of two million, four hundred nineteen thousand, one hundred ten dollars;
2. Ratify First Amendment to the sole source Agreement #14-027 between the Desert AIDS Project and County of Riverside Department of Public Health for the performance period of March 31, 2014 through March 31, 2016 in the amount of two hundred forty thousand dollars;
3. Authorize the Chairman of the Board to sign five (5) originals of the First Amendment with the State, two (2) originals of the CCC-307 Contractor Certification, and four (4) First Amendment with Desert AIDS Project;

**RECOMMENDED MOTION:**

(Continued on Page 2)

**FISCAL PROCEDURES APPROVED**

**PAUL ANGULO, CPA, AUDITOR-CONTROLLER**

BY: *[Signature]* 5/7/14  
**Susana Garcia-Bocanegra**

*[Signature]*  
**Susan D. Harrington**

**Susan D. Harrington, Director  
Department of Public Health**

DH:rl

| FINANCIAL DATA         | Current Fiscal Year: | Next Fiscal Year: | Total Cost:  | Ongoing Cost: | POLICY/CONSENT<br>(per Exec. Office)  |
|------------------------|----------------------|-------------------|--------------|---------------|---|
| <b>COST</b>            | \$ 127,426.          | \$ 1,145,842      | \$ 2,419,110 | \$ 0          | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| <b>NET COUNTY COST</b> | \$ 0                 | \$ 0              | \$ 0         | \$ 0          |   |

**SOURCE OF FUNDS:** 100% funded by the State of California

**Budget Adjustment:** Yes

**For Fiscal Year:** 13/14-15/16

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *[Signature]*  
**Jennifer L. Sargent**

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Stone and Benoit  
**Nays:** None  
**Absent:** Ashley  
**Date:** May 20, 2014  
**xc:** Public Health, Purchasing, Auditor

**Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy**

**Prev. Agn. Ref.:** 9/24/2013, Item 3.45 | **District:** All/All | **Agenda Number:** \_\_\_\_\_

3-30

FORWARDED COUNTY 5/7/14  
DATE  
BY: NEAL R. KNIPS  
Departmental Concurrence

Purchasing: *[Signature]*  
Mark Seiler, Assistant Director

A-30  
 Positions Added  
 Change Order  
 4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Ratify First Amendment to the Agreement #13-20066 with California Department of Public Health and ratify First Amendment to the Agreement #14-027 with Desert AIDS Project for HIV Care Program and Minority AIDS Initiative. All Districts. [\$2,419,110] 100% funded by the State of California.**

**DATE:** April 25, 2014

**PAGE:** 2 of 3

**RECOMMENDED MOTION: (CONTINUED)**

4. Approve and Direct the Auditor-Controller to adjust the budget as specified on Schedule A attached; and
5. Authorize Purchasing agent to sign subsequent amendments to the agreement with the state of California Department of Public Health and with Desert AIDS Project that do not change the substantive terms of the agreements.

**BACKGROUND:**

**Summary**

Acceptance of this grant will allow the Department of Public Health to continue performing HIV/STD activities which will allow for HIV Medical, Support Care, and Minority AIDS services.

The Department of Public Health, HIV/AIDS Program has received Ryan White Part B funds for HIV Services from the California Department of Public Health since 1984 for HIV Medical, Support Care, and Minority AIDS services. Staff and supplies are funded to provide the following services: HIV Care Program and Minority AIDS Initiative services.

The Desert AIDS Project has provided HIV services for Riverside County's desert region since 1985. Desert AIDS Project is the only agency that has the capacity to offer the scope of services necessary to meet the contract requirements of the State Office of AIDS. The organization has the capacity, facilities and experience required to optimize the provision of Medical Support Services in accordance with the contractual requirements of the State Office of AIDS.

The Riverside County Department of Public Health received this Amendment from the State of California, Department of Public Health on March 5, 2014. This Form 11 and attachments were subsequently submitted to County Counsel and through the County approval process.

**Impact on Citizens and Businesses**

The additional funding will allow the DOPH to continue to subcontract with Desert AIDS Project which will continue to provide the HIV Care program and Minority AIDS Initiative services to the residents of Riverside County.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Budget adjustment is required since the grant amount received in this First Amendment is \$131,112 less than budgeted for FY13/14. The amount will be distributed as follows:

| FY           | Previous   | Additional   | Total        |
|--------------|------------|--------------|--------------|
| 13/14        | \$ 705,784 | \$ 127,426   | \$ 833,210   |
| 14/15        |            | \$ 1,145,842 | \$ 1,145,842 |
| 15/16        |            | \$ 1,145,842 | \$ 1,145,842 |
| Total Amount | \$ 705,784 | \$ 2,419,110 | \$ 3,124,894 |

**Contract History**

On September 24, 2013, Item 3-45, the Board of Supervisors approved the Agreement with the California Department of Public Health for the performance period of July 1, 2013 through March 31, 2014 in the amount of \$705,784.

**ATTACHMENT: A. BUDGET ADJUSTMENT**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Ratify First Amendment to the Agreement #13-20066 with California Department of Public Health and ratify First Amendment to the Agreement #14-027 with Desert AIDS Project for HIV Care Program and Minority AIDS Initiative. All Districts. [\$2,419,110] 100% funded by the State of California.**

**DATE: April 25, 2014**

**PAGE: 3 of 3**

**SCHEDULE A**  
**Department of Public Health**  
**Fiscal Year 2013/2014**

**DECREASE IN APPROPRIATIONS:**

|                         |                               |            |
|-------------------------|-------------------------------|------------|
| 10000-4200100000-527780 | Special Program Expense       | (\$1,000)  |
| 10000-4200100000-529040 | Private Mileage Reimbursement | (\$1,500)  |
| 10000-4200100000-510240 | Per Diem Salaries             | (\$25,000) |
| 10000-4200100000-522860 | Medical-Dental Supplies       | (\$5,000)  |
| 10000-4200100000-522890 | Pharmaceuticals               | (\$5,000)  |
| 10000-4200100000-523700 | Office Supplies               | (\$1,112)  |
| 10000-4200100000-525100 | Medical-Lab Services          | (\$1,500)  |
| 10000-4200100000-525440 | Professional Services         | (\$91,000) |

**TOTAL DECREASE IN APPROPRIATIONS: (\$131,112)**

**DECREASE IN ESTIMATED REVENUE:**

|                         |                        |             |
|-------------------------|------------------------|-------------|
| 10000-4200100000-751680 | CA-State Grant Revenue | (\$131,112) |
|-------------------------|------------------------|-------------|

**TOTAL DECREASE IN REVENUE: (\$131,112)**

Date: April 11, 2014

From: Susan Harrington, Director Public Health

Department/Agency: Department of Public Health/HIV/STD Program

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request that Desert AIDS Project provide HIV Medical Support Services for the Riverside County Department of Public Health HIV/STD Program.

The below information is provided in support of my Department request for approval of a sole source vendor. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**Supply/Service being requested:** Authorization for Desert AIDS Project to provide HIV Medical Support Services for financially qualified people living with HIV Disease in Eastern Riverside County.

**Supplier being requested:** Desert AIDS Project

**Alternative suppliers that can or might be able to provide supply/service:** Desert AIDS Project is the only agency that has the capacity to offer the scope of services necessary to meet the contract requirements of the State Office of AIDS. Desert AIDS Project currently has over 2000 clients enrolled in services making it the largest provider of HIV services in Riverside County. Desert AIDS Project has been working with Riverside County's HIV/AIDS Program for twenty-three years. During that time, it has provided effective HIV Medical Case Management services that meet the specific goals and objectives of the State Office of AIDS. Desert AIDS Project also provides a range of client-centered services that result in a coordinated care plan which links clients to medical care, psychosocial, and other services in addition to Home and Community-Based Health Services. Desert AIDS Project has developed collaborative relationships with key stakeholders in the desert region of Riverside County and has extensive experience working with providers, community members and individuals living with HIV disease. Desert AIDS Project is highly regarded by the community as a leading resource in the fight against HIV disease.

Additionally, the Ryan White Care Act states that "for profit business" can only be considered if there is no nonprofit willing or able to provide the required services (CARE Act Amendments of 1996 [Sec 2604(b)(2)(A): section 2631(a)(1)]. This requirement would disqualify all of the for profit businesses in the area.

**Extent of market search conducted:** Since their founding in 1984, Desert AIDS Project has grown to become the primary provider of direct medical and support services to uninsured/underinsured HIV-affected men, women, and children throughout the desert region. Desert AIDS Project is the only agency that has the capacity to offer the scope of services necessary to meet the contract requirements of the State Office of AIDS. Desert AIDS Project is already serving a large percentage of the financially qualified infected population which establishes DAP as the paramount vendor for these services.

**Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Desert AIDS Project has provided HIV services for Riverside County's desert region since 1985. Desert AIDS Project has the organizational capacity, facilities and experience required to optimize the provision of Medical Support Services in accordance with the contractual requirements of the State Office of AIDS. In addition, many individuals in need of HIV Medical Support Services are more willing to access HIV medical support services at DAP because it is well-known, community-based, and has an established history of credibility. Desert AIDS Project is serving over 90% of the eligible affected population which establishes them as the paramount vendor for these services. This agreement provides stability to the continuum of care for people with HIV infection.

**Reasons why my department requires these unique features and what benefit will accrue to the county:** HIV Medical Support Services are essential components of a comprehensive HIV care and prevention strategy within Riverside County. Some HIV infected patients need more extensive care which will be furnished by Desert AIDS Project within the individuals home, based on a written plan of care established by the case management team that will include appropriate health care professionals. HIV clients remaining in the care system are more likely to have an increased quality and quantity of life, a reduction of risk behaviors, and a reduced risk of spreading HIV to others.

**Price Reasonableness:** The rate this vendor is charging is consistent with community standards for the same service in the eastern area of the County and does not exceed the amount of \$120,000 which will be reimbursed to Riverside County by the State Office of AIDS to pay for HIV Medical Case Management and Home and Community-Based Health Services. Based on this comparison, the cost for the services is deemed to be "fair and reasonable."

**Period of Performance:** From April 1, 2014-March 31, 2016

**Not to exceed \$240,000 for the performance period.**

**Does moving forward on this product or service further obligate the county to future similar contractual arrangements?** No, the county is not under any obligation for any future contractual arrangements with this purchase.

Susan D. Harrington 4/24/14  
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove  
Melissa 5-1-14 14-501  
Purchasing Agent Date

**FIRST AMENDMENT TO THE AGREEMENT**

**BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**DESERT AIDS PROJECT**

**(HIV Care Program and Minority AIDS Initiative)**

That certain Agreement between the County of Riverside Department of Public Health (COUNTY) and Desert AIDS Project (CONTRACTOR), approved by the Board of Supervisors on September 24, 2013, Item 3-45, is hereby amended for the first time effective April 1, 2014 as follows:

1. To amend all references to the period of performance from July 1, 2013 through March 31, 2014 to April 1, 2014 through March 31, 2016.
2. To delete Exhibit A, Subcontractor's Scope of Work Contract Period: July 1, 2013 – March 31, 2014, in its entirety and replace with new Exhibit A, Subcontractor's Scope of Work Contract Period: April 1, 2014 – March 31, 2015, attached hereto.
3. To increase the amount of compensation by two hundred forty thousand dollars (\$240,000) for a total contract amount of three hundred thirty thousand dollars (\$330,000), including all expenses.
4. All other terms and conditions of this Agreement are to remain unchanged.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

**COUNTY OF RIVERSIDE**

**CONTRACTOR**  
Desert AIDS Project

By *Jeff Stone*  
Chairman, Board of Supervisors  
**JEFF STONE**

By *[Signature]*

**DAVID BRINKMAN, CEO**  
Type or Print Name

Date **MAY 20 2014**

Date **5/2/14**

ATTEST: Kecia Harper-Ihem, Clerk

By *[Signature]*  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]*  
**NEAL R. KIPNIS** DATE **5/1/14**

**MAY 20 2014 3-30**

**Subcontractors' Scope of Work**

**Agency - Program:** Desert AIDS Project (DAP) - Home and Community Based Health Services (HCHS)  
**Contract Period:** April 1, 2014 – March 31, 2015

| PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES   | SERVICE AREA                 | TIMELINE                | PROCESS OUTCOME  |
|--|------------------------------|-------------------------|--|
| <p><b>Service Delivery Element # 1 – Provide eligible PLWHAs with linguistically and culturally competent services in the home which include health services furnished to the individual in the individual's home.</b></p> <p><b>Implementation Activities:</b></p>  | <p>East Riverside County</p> | <p>4/1/14-3/31/2015</p> | <p><b>Goal: <u>Eight (8) unique eligible PLWHA will receive a total of 3,932 Units of Service of HCBH; one UOS = one 15 minute encounter.</u></b></p>  |
| <p>1.1 Maintain organizational infrastructure to offer a comprehensive continuum of co-located core and support services to people infected with and affected by HIV/AIDS that is enhanced by partnerships with community service providers throughout the Transitional Grant Area (TGA). Enroll staff in professional development as required by Grantee.</p> |                              |                         | <p>1.1 Fiscal and administrative oversight will be provided by the Chief Program Officer through monthly meetings with the Home Health Coordinator.</p>  |
| <p>1.2 Ensure staff meets minimum qualifications for experience, education, or knowledge.</p>  |                              |                         | <p>1.2 In collaboration with Director of Grants &amp; Quality Assurance (DGQA), HHC will approve and document attendance at trainings.</p>   |
| <p>1.3 Verify client eligibility for services; determine Ryan White Program to be payer of last resort. Perform initial assessment of care needs including a safety assessment of the home environment.</p>  |                              |                         | <p>1.3 In collaboration with DHR, DGQA will monitor employee files annually to enforce minimum qualifications as mandated by the IEHPC Standards of Care.</p>  |
| <p>1.4 Enroll staff in professional development as required by Grantee.</p>  |                              |                         | <p>1.4 Clients eligibility for HCHS as well as access to and eligibility for other sources of insurance coverage will be documented and updated in ARIES at time of enrollment in HCHS; DAP will adhere to financial eligibility criteria mandated by the Grantee.</p> |
| <p>1.5 Develop a written plan of care for home and community-based health services (HCHS) in collaboration with the client that includes time-specific goals and activities to reach these goals; ensure that the (HCHS) care plan compliments client's individual service plans (ISP) established by case management team.</p>                                |                              |                         | <p>1.5 Results of initial assessment will be entered into ARIES and client chart.</p>  |
| <p>1.6 Provide services rendered by a registered nurse, social worker and certified home health assistant/certified nursing assistant to maintain a client's health so that they stay in their home as long as possible in preference to hospital or long-term care facility.</p>  |                              |                         | <p>1.6 HCHS care plan will be recorded in ARIES; HCHS team will meet biweekly to review care plans, assess progress and make recommendations to be documented in the client's chart.</p>   |
|  |                              |                         | <p>1.7 Service deliveries to client will be tracked in ARIES; on average, clients receiving HCHS will demonstrate a reduction in the number of hospitalizations related to deterioration in health over the grant period.</p>  |
|  |                              |                         | <p>1.8 Adjustments to HCHS care plan will be documented in ARIES and client's chart.</p>   |
|  |                              |                         | <p>1.9 Referrals will be documented in client's chart.</p>   |
|  |                              |                         | <p>1.10 Documentation of clients' signature acknowledging they were informed of the availability of Partner Services in the TGA on an annual basis will be</p>   |

| PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES  | SERVICE AREA          | TIMELINE         | PROCESS OUTCOME  |
|---|-----------------------|------------------|--|
| <p>1.8 Conduct re-assessments at least once a month and make adjustments to HCHS care plan as needed.</p> <p>1.9 Assist clients with referrals and linkages to other services as needed.</p> <p>1.10 Inform clients of the availability of Partner Services in the TGA on an annual basis.</p> <p>1.11 Monitor client health outcomes, treatment adherence and self-management capacity to measure impact of HCHS and identify barriers to improvement.</p> <p>1.12 Provide Early Intervention Services among culturally and linguistically diverse populations to raise awareness and link the following groups to care: 1) HIV Unaware, 2) Newly Diagnosed, and 3) HIV Aware/Not in care.</p> <p>1.13 Ensure client is maintained or connected to Case Management (Non-Medical) or Medical Case Management Services for continuing care coordination when HCHS is no longer required.</p> | East Riverside County | 4/1/14-3/31/2015 | <p>1.11 maintained in client's chart.</p> <p>1.12 In collaboration with co-located case management, client's CD4 count and viral load will be entered into ARIES; improvement, decline or stability in health outcomes, treatment adherence and self-management capacity will be documented in case notes.</p> <p>1.13 Co-located Early Intervention Services Team will record service deliveries and linkages to care in ARIES and logs. Staff will document linkage to case management services (i.e. medical, non-medical) in client chart.</p> |
| <p><b>Service Delivery # 2 – Provide services based on established Cultural and Linguistic Competency Standards.</b></p> <p><b>Implementation Activities:</b></p> <p>2.1 Promote cultural competency as a core value of DAP.</p> <p>2.2 Recruit and maintain linguistically competent staff.</p> <p>2.3 Enroll all staff in cultural competency training.</p>   | East Riverside County | 4/1/14-3/31/2015 | <p>2.1 CPO and DGQA will evaluate service provision annually against the Ryan White Program's Cultural and Linguistic Competency Standards; administer client survey annually; document areas of excellence and those in need of improvement as well as develop action plan for changes as needed.</p> <p>2.2 Job descriptions will include bilingual preferences delegation of duties will consider linguistic needs of clients to be served.</p> <p>2.3 In collaboration with DHR, HHC will approve and document attendance at trainings.</p>    |
| <p><b>Service Delivery # 3 – Implement clinical quality improvement to evaluation service provision.</b></p> <p><b>Implementation Activities:</b></p> <p>3.1 Monitor unique individuals served and units of service to assess progress toward meeting annual goals.</p> <p>3.2 Monitor integrity and consistency of data entry.</p>   | East Riverside County | 4/1/14-3/31/2015 | <p>3.1 Unique individuals served and units of service entered into ARIES; Utilization Reports generated monthly for review by CPO and DGQA; data submitted to Grantee as required.</p> <p>3.2 ARIES Missing Data Reports generated monthly.</p> <p>3.3 DAP will attend IEHPC meetings and participate in committee work; HHC will evaluate service provision using the Chronic Care Model on an ongoing basis and train</p>  |



| PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES  | SERVICE AREA | TIMELINE | PROCESS OUTCOME  |
|---|--------------|----------|--|
| <p>3.3 Ensure services provided meet Ryan White Program guidelines, IEHPC Standards of Care, and the six fundamental areas of the Chronic Care Model.</p> <p>3.4 Provide opportunities for client feedback.</p> <p>3.5 Monitoring budget for pace of expenditures and cost effectiveness.</p> <p>3.6 Comply with all evaluation and assessment tools mandated by the Grantee; measure client satisfaction and changes in quality of life.</p> |              |          | <p>3.4 staff to make enhancements as needed. Grievances will be documented by HHC and report to CPO; Client Advocacy Committee (CAC) will convene monthly; attendance, agenda and meeting minutes will be shared with CPO.</p> <p>3.5 In collaboration with Finance Department, expenditures, billing and supporting documentation will be submitted to Grantee as required; budget trend reports will be reviewed by CPO and Chief Financial Officer (CFO) monthly.</p> <p>3.6 Results of Grantee-mandated assessment tools will be submitted as requested; Continuous Quality Improvement Team (CQIT) will evaluate and enhanced internal agency tool(s) including Client Satisfaction Surveys, identify methods for linking health outcomes, treatment adherence and self-management capacity to survey results, and set measurable objectives; tools will be distributed to clients in English and Spanish; responses will be tracked and results summarized; CQIT will assess responses, document areas of excellence and areas in need of improvement.</p> |

**Subcontractors' Scope of Work**

**Agency - Program:** Desert AIDS Project (DAP) – Medical Case Management (MCM)  
**Contract Period:** April 1, 2014 to March 31, 2015

| PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES   | SERVICE AREA                 | TIMELINE                | PROCESS OUTCOME   |
|--|------------------------------|-------------------------|---|
| <p>Service Delivery Element #1 - Provide eligible PLWHA with linguistically and culturally competent client-centered medical case management (MCM) that link clients with health care, psychosocial, and other services through: 1) initial and ongoing assessment of service needs, 2) development of MCM individual service plan (ISP) with the client, 3) coordination of services to implement the plan, 4) client monitoring to assess efficacy of the plan, 5) case conferencing at least once per client annually with other service providers, 6) periodic re-evaluation and adaptation of the plan, 7) client-specific advocacy and/or review of utilization of services, 8) coordination and follow-up of treatments, 9) referrals to or provision of support and counseling on HIV-related topics including but not limited to treatments, medications, treatment adherence, bereavement support, dietary/nutrition advice, and other information needed to effectively participate in medical care, and 10) referrals to other services at D.A.P. and in the TGA's Continuum-of-care.</p> <p>Implementation Activities:</p> <ol style="list-style-type: none"> <li>1.1 Maintain organizational infrastructure to offer a comprehensive continuum of co-located core and support services to people infected with and affected by HIV/AIDS enhanced by partnerships with community service providers throughout the TGA.</li> <li>1.2 Ensure staff meet minimum qualifications for experience, education, or licensure.</li> <li>1.3 Enroll staff in professional development as required by Grantee.</li> <li>1.4 Verify client eligibility for services; determine Ryan White Program to be payer of last resort.</li> <li>1.5 Perform initial needs assessment.</li> <li>1.6 MCM staff will inform clients of the availability of Partner Services in the TGA on an annual basis.</li> <li>1.7 Collaborate with client to develop MCM ISP; Work collaboratively with client's health care providers and others to develop a plan that meets client's needs and goals;</li> </ol> | <p>East Riverside County</p> | <p>4/1/14-3/31/2015</p> | <p><b>Goal: Eighty-five (85) unique eligible PLWHA will receive a total of 1,041 Units of Service of MCM; one UOS = one 15 minute encounter.</b></p> <ol style="list-style-type: none"> <li>1.1- 1.2 Fiscal and administrative oversight will be provided through monthly meetings between DSS &amp; CPO; Memoranda of Understanding (MOU) with community partners will be renewed annually.</li> <li>1.2 In collaboration with Director of Human Resources (DHR), DSS will monitor employee files annually to enforce minimum qualifications as mandated by the IEHPC Standards of Care.</li> <li>1.3 DHR &amp; DSS will approve and document attendance at professional development trainings for staff.</li> <li>1.4 Clients access to and eligibility for other sources of insurance will be documented and updated in ARIES; intake and update classes to collect eligibility documentation, including proof of residency and income (after attending intake class, clients must attend update class annually during their birthday month); attendance and changes in eligibility will be entered into ARIES and client charts if applicable; D.A.P. will adhere to Grantee-mandated financial eligibility criteria.</li> <li>1.5 Document results of needs assessment in client chart; clients with acute needs will remain medically case managed at a client-case manager ratio of 7.5:1; clients at a higher level of self-management will be referred to non-medical case management.</li> <li>1.6 Documentation of clients' signature acknowledging they were informed of the availability of Partner Services in the TGA on an annual basis will be maintained in client's chart.</li> <li>1.7 Client will sign and date initial MCM ISP as well as updates at least once annually; medical case manager will enter initial MCM ISP and future updates in ARIES and share MCM ISP with client's other service providers.</li> <li>1.8 Document progress toward MCM ISP goals in ARIES; Document medical case manager's communication with service providers in case notes; 90% of MCM clients will be linked to a primary care provider; 100% of all clients will be informed of</li> </ol> |

| PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES  | SERVICE AREA          | TIMELINE         | PROCESS OUTCOME  |
|---|-----------------------|------------------|--|
| <p>update MCM ISP as needed.</p> <p>1.8 Monitor client's success in securing timely and coordinated access to services, including medical treatments, and advocate on behalf of client with service providers as needed.</p> <p>1.9 Monitor client's progress toward self-management.</p> <p>1.10 Monitor client health outcomes and treatment adherence to measure impact of MCM and identify barriers to improvement.</p> <p>1.11 Graduate clients from medical case management to case management non-medical as appropriate.</p> <p>1.12 Facilitate case conferencing as part of multi-disciplinary team to evaluate medically case managed clients' status and MCM ISP efficacy; make recommendations and referrals accordingly.</p> <p>1.13 Refer clients who have fallen out of care to Early Intervention Services.</p> |                       |                  | <p>ancillary services that can meet their needs.</p> <p>1.9 Ongoing adjustments will be documented in the MCM ISP to reflect increased self-management capacity and ability to self-direct care, self-advocate and make informed healthcare decisions.</p> <p>1.10 The following will be entered into ARIES: 1) lab work to show CD4 count and viral load at least twice a year at least three months apart, 2) improvement, decline or stability in health outcomes and treatment adherence, 3) status of co-morbidities including substance abuse and mental illness, 4) client's attendance at medical appointments, 5) the execution of a behavioral contract triggered by two missed appointments, 6) referrals to the EIS Team for clients who have fallen out of care.</p> <p>1.11 On average, clients will reduce the number of MCM service deliveries over 12 months; client graduation from MCM will be documented.</p> <p>1.12 Clients receiving MCM will be case-conferenced by a multi-disciplinary team at least once annually; date, attendance of professionals involved, and changes to MCM ISP will be documented in ARIES and case conference log.</p> <p>1.13 Co-located Early Intervention Services Team will record service deliveries and linkages to care in ARIES and logs.</p> |
| <p>Service Delivery Element #2 – Provide services based on established Cultural and Linguistic Competency Standards.</p> <p>Implementation Activities:</p> <p>1.1 Promote cultural competency as a core value of D.A.P.</p> <p>1.2 Recruit and maintain linguistically competent staff.</p> <p>1.3 Enroll all staff in cultural competency training.</p>  | East Riverside County | 4/1/14-3/31/2015 | <p>1.1 CPO will evaluate service provision annually against the Ryan White Program's Cultural and Linguistic Competency Standards; document areas of excellence and those in need of improvement as well as develop action plan for changes as needed.</p> <p>1.2 Job descriptions will include bilingual preferences; delegation of duties will consider linguistic needs of clients to be served.</p> <p>1.3 DHR &amp; DSS will document attendance at cultural competency trainings.</p>  |
| <p>Service Delivery Element #3 – Implement clinical quality improvement to evaluate service provision.</p> <p>Implementation Activities:</p> <p>1.1 Monitor unique individuals served and units of service to assess progress toward meeting annual goals.</p> <p>1.2 Monitor integrity and consistency of data entry.</p> <p>1.3 Ensure services provided meet Ryan White Program guidelines, IEHPC Standards of Care, and the six fundamental areas of the Chronic Care Model.</p> <p>1.4 Provide opportunities for client feedback.</p>  | East Riverside County | 4/1/14-3/31/2015 | <p>1.1 Unique individuals served and units of service entered into ARIES; Utilization Reports generated monthly for review by DSS &amp; CPO; data submitted to Grantee as required.</p> <p>1.2 ARIES Missing Data Reports generated throughout the year.</p> <p>1.3 D.A.P. will serve on the IEHPC; DSS will enhance service provision guided by the Chronic Care Model on an ongoing basis.</p> <p>1.4 Grievances documented by DSS and reported to CPO; Client Advocacy Committee convenes monthly; agenda and meeting minutes kept and any issues related to MCM reported to DSS.</p> <p>1.5 In collaboration with Finance Department, expenditures, billing and supporting documentation will be submitted to Grantee as</p>   |

| PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES  | SERVICE AREA | TIMELINE | PROCESS OUTCOME   |
|---|--------------|----------|---|
| <p>1.5 Monitor budget for pace of expenditures and cost effectiveness.</p> <p>1.6 Comply with all evaluation and assessment tools mandated by the Grantee; measure client satisfaction with service delivery and cultural competency.</p> |              |          | <p>required; budget trend reports will be reviewed by DSS and CPO monthly.</p> <p>1.6 Grantee-mandated assessment tools will be submitted as requested; Senior Staff will evaluate and enhance Client Satisfaction Survey as appropriate, identify methods for linking health outcomes, treatment adherence and self-management capacity to survey results, and set measurable objectives; tools will be distributed to clients in English and Spanish annually; Senior Staff will assess responses, document areas of excellence and areas in need of improvement, and make recommendations and action plan will be disseminated to staff.</p> |

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD 213A (Rev 6/03)

Check here if additional pages are added: 1 Page(s)

|  |                         |
|--|-------------------------|
| Agreement Number<br>13-20066           | Amendment Number<br>A01 |
| Registration Number: <u>ep 1314155</u> |                         |

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

|   |                                  |
|---|----------------------------------|
| State Agency's Name<br>California Department of Public Health | Also known as CDPH or the State  |
| Contractor's Name<br>County of Riverside                      | (Also referred to as Contractor) |
2. The term of this Agreement is: July 1, 2013 through March 31, 2016
3. The maximum amount of this Agreement after this amendment is: **\$ 3,124,894**  
 Three Million One Hundred Twenty Four Thousand Eight Hundred Ninety Four Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - I. **Purpose of amendment:** This amendment increases the funding level and extends the term of this agreement by 2 years, due to a revised state allocation formula for this program.
  - II. Certain changes made in this amendment are shown as: Text additions are displayed in **underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
  - III. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$2,419,110 and is amended to read: ~~\$705,784 Seven Hundred Five Thousand, Seven Hundred Eighty Four Dollars~~ **\$3,124,894 (Three Million, One Hundred Twenty Four Thousand, Eight Hundred Ninety Four Dollars)**.

**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
 CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.

(Continued on next page)

**ATTEST:**  
 KECIA HARPER-IHEM, Clerk  
 By [Signature]  
 DEPUTY

All other terms and conditions shall remain the same.

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

| CONTRACTOR   |   |
|--|---|
| Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)<br>County of Riverside |   |
| By (Authorized Signature)<br><u>[Signature]</u>  | Date Signed (Do not type)<br><u>5/20/14</u> |
| Printed Name and Title of Person Signing<br><b>JEFF STONE CHAIRMAN, BOARD OF SUPERVISORS</b>                           |   |
| Address<br>P.O. Box 7600, Riverside, CA 92513-7600   |   |
| STATE OF CALIFORNIA  |   |
| Agency Name<br>California Department of Public Health  |   |
| By (Authorized Signature)<br><u>[Signature]</u>  | Date Signed (Do not type)<br><u>6/19/14</u> |
| Printed Name and Title of Person Signing<br>Yolanda Murillo, Chief, Contracts Management Unit                          |   |
| Address<br>1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377,<br>Sacramento, CA 95899-7377                   |   |

|  |
|--|
| CALIFORNIA<br>Department of General Services<br>Use Only           |
| <input checked="" type="checkbox"/> Exempt per: OA Budget Act 2013 |

FORM APPROVED COUNTY COUNSEL  
NEAL R. KIPNIS

MAY 20 2014 3-30  
 2014-6-123101

- IV. Exhibit B - Budget Detail and Payment Provisions, is hereby replaced in its entirety with Exhibit B, A01, Budget Detail and Payment Provisions.

"All references to Exhibit B, Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, A01, Budget Detail and Payment Provisions."

- V. Exhibit B – Attachment I, AMENDED Budget (Year 1), Attachment II, Budget (Year 2) and Attachment III, Budget (Year 3), are hereby augmented to this agreement.

**Exhibit B – A01**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. 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 attached budget.
- B. Invoices must include the Agreement Number and Program Name and must be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than ~~thirty (30)~~ **forty-five (45)** calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk  
California Department of Public Health  
Office of AIDS  
MS 7700  
1616 Capitol Avenue, Suite 616  
P.O. Box 997426  
Sacramento, CA 95899-7426

C. Invoices shall:

- 1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Identify contract agreement number.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

**2. 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 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.

**3. 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.

**Exhibit B – A01**  
Budget Detail and Payment Provisions

**4. Amounts Payable**

A. The amounts payable under this agreement shall not exceed:

- 1) ~~\$706,784~~ **\$833,210** for the budget period of 07/01/13 through 03/31/14
- 2) **\$1,145,842 for the budget period of 04/01/14 through 03/31/15**
- 3) **\$1,145,842 for the budget period of 04/01/15 through 03/31/16**

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

**5. Timely Submission of Final Invoice**

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

**6. Allowable Line Item Shifts**

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

**7. Expense Allowability / Fiscal Documentation**

A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.



**Exhibit B – A01**  
Budget Detail and Payment Provisions

- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

**8. Recovery of Overpayments**

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
  - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. 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. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**Exhibit B - Attachment I**  
**HIV Care Program**  
**AMENDED Budget (Year 1)**  
 July 1, 2013 through March 31, 2014

|   | Original<br>HCP<br>Budget | Original<br>MAI<br>Budget | Original<br>Total<br>Budget | <u>A01<br/>HCP<br/>Amendment</u> | <u>A01<br/>MAI<br/>Amendment</u> | <u>A01<br/>Total<br/>Budget</u> |
|---|---------------------------|---------------------------|-----------------------------|----------------------------------|----------------------------------|---------------------------------|
| A. PERSONNEL                                  | \$511,676                 | \$23,870                  | \$535,546                   | <u>\$129,712</u>                 | <u>\$6,926</u>                   | <u>\$672,184</u>                |
| B. OPERATING EXPENSES                         | \$17,050                  | \$375                     | \$17,425                    | <u>\$0</u>                       | <u>\$25</u>                      | <u>\$17,450</u>                 |
| C. CAPITAL EXPENDITURE                        | \$0                       | \$0                       | \$0                         | <u>\$0</u>                       | <u>\$0</u>                       | <u>\$0</u>                      |
| D. OTHER COSTS                                | \$130,500                 | \$0                       | \$130,500                   | <u>(\$10,000)</u>                | <u>\$769</u>                     | <u>\$121,269</u>                |
| E. INDIRECT COSTS<br>(Up to 15% of Personnel) | \$20,082                  | \$2,231                   | \$22,313                    | <u>(\$6)</u>                     | <u>\$0</u>                       | <u>\$22,307</u>                 |
| <b>TOTAL BUDGET</b>                           | <b>\$679,308</b>          | <b>\$26,476</b>           | <b>\$705,784</b>            | <b><u>\$119,706</u></b>          | <b><u>\$7,720</u></b>            | <b><u>\$833,210</u></b>         |

**Exhibit B - Attachment II**  
**HIV Care Program**  
**Budget (Year 2)**  
April 1, 2014 through March 31, 2015

|   | <b>HCP<br/>Budget</b> | <b>MAI<br/>Budget</b> | <b>Total<br/>Budget</b> |
|---|-----------------------|-----------------------|-------------------------|
| A. PERSONNEL                                  | \$868,941             | \$41,070              | \$910,011               |
| B. OPERATING EXPENSES                         | \$20,000              | \$850                 | \$20,850                |
| C. CAPITAL EXPENDITURES                       | \$0                   | \$0                   | \$0                     |
| D. OTHER COSTS                                | \$152,500             | \$0                   | \$152,500               |
| E. INDIRECT COSTS<br>(Up to 15% of Personnel) | \$58,768              | \$3,713               | \$62,481                |
| <b>TOTAL BUDGET</b>                           | <b>\$1,100,209</b>    | <b>\$45,633</b>       | <b>\$1,145,842</b>      |

**Exhibit B - Attachment III**  
**HIV Care Program**  
**Budget (Year 3)**  
April 1, 2015 through March 31, 2016

|   | <b>HCP<br/>Budget</b> | <b>MAI<br/>Budget</b> | <b>Total<br/>Budget</b> |
|---|-----------------------|-----------------------|-------------------------|
| A. PERSONNEL                                  | \$868,941             | \$41,070              | \$910,011               |
| B. OPERATING EXPENSES                         | \$20,000              | \$850                 | \$20,850                |
| C. CAPITAL EXPENDITURES                       | \$0                   | \$0                   | \$0                     |
| D. OTHER COSTS                                | \$152,500             | \$0                   | \$152,500               |
| E. INDIRECT COSTS<br>(Up to 15% of Personnel) | \$58,768              | \$3,713               | \$62,481                |
| <b>TOTAL BUDGET</b>                           | <b>\$1,100,209</b>    | <b>\$45,633</b>       | <b>\$1,145,842</b>      |

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

OR

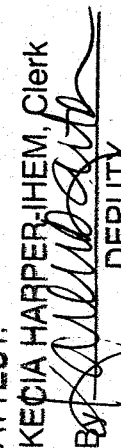
2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.


OR

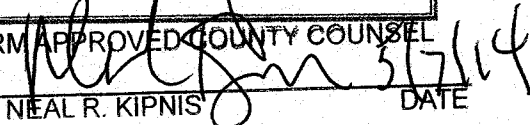
3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

ATTEST:  
 KECIA HARPER, IHM, Clerk  
  
 DEPUTY

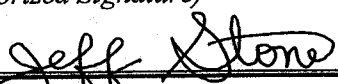
|  |   |
|--|---|
| Company Name (Printed)<br><span style="font-size: 1.2em; font-family: cursive;">County of Riverside</span>       | Federal ID Number<br><span style="font-size: 1.2em; font-family: cursive;">95-6000930</span>                      |
| By (Authorized Signature)<br> |   |
| Printed Name and Title of Person Signing<br><b>JEFF STONE      CHAIRMAN, BOARD OF SUPERVISORS</b>                |   |
| Date Executed<br><span style="font-size: 1.2em; font-family: cursive;">5/20/14</span>                            | Executed in the County and State of<br><span style="font-size: 1.2em; font-family: cursive;">Riverside, CA</span> |

FORM APPROVED COUNTY COUNSEL  
 BY:   
 NEAL R. KIPNIS      DATE: 5/21/14

CCC-307.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|   |   |  |
|---|---|--|
| <i>Contractor/Bidder Firm Name (Printed)</i><br>County of Riverside   |   | <i>Federal ID Number</i><br>95-6000930 |
| <i>By (Authorized Signature)</i><br> |   |  |
| <i>Printed Name and Title of Person Signing</i><br>Jeff Stone, Chairman of The Board of Supervisors                   |   |  |
| <i>Date Executed</i><br>5/20/14   | <i>Executed in the County of</i><br>Riverside |  |

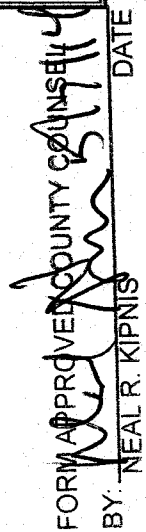
ATTEST:

KECIA HARPER-IHEM, Clerk  
  
DEPUTY

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

FORM APPROVED COUNTY COUNSEL  
BY:  DATE: 5/11/14

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to 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.

Current State Employees (Pub. Contract Code §10410):

- 1). 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.
- 2). 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.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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. (Pub. Contract Code §10430 (e))



2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.