

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



ITEM
3.31
(ID # 7008)

MEETING DATE:

Tuesday, May 22, 2018

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH: Ratify and Approve the First Amendment to Agreement #15-11069 with the California Department of Public Health for additional funds to provide HIV Minority AIDS Services from April 1, 2016 – March 31, 2019. All Districts. [\$75,000 - 100% grant funded by the State of California] (4/5 vote required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the First Amendment to Agreement #15-11069 with the California Department of Public Health (CDPH) for an additional amount of \$75,000 for the performance period of April 1, 2016 through March 31, 2019, and authorize the Chairman of the Board to execute said amendment on behalf of the County of Riverside.
2. Approve and direct the Auditor-Controller to make the budget adjustments as detailed in Schedule A, attached.

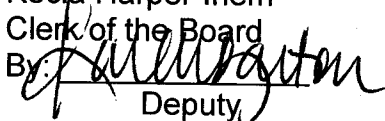
ACTION: 4/5 Vote Required, Policy


Kim Saruwatari, Director of Public Health 5/4/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 22, 2018
xc: RUHS-Public Health, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$75,000	\$0	\$75,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% grant funded by the State of California			Budget Adjustment: Yes	
			For Fiscal Year: 16/17-18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary (continued)

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: Minority AIDS Initiative services.

On November 8, 2016, the Board of Supervisors approved the Agreement #15-11069 in the amount of \$4,081,439 for the performance period of April 1, 2016 through March 31, 2019. This First Amendment increases the amount by \$75,000 due to a revised state allocation formula.

Impact on Citizens and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

Distribution of funds will be as follows:

Fiscal Year	Original Amount	Increase Amount	Total
16/17	\$1,789,755	\$0	\$1,789,755
17/18	\$1,145,842	\$75,000	\$1,220,842
18/19	\$1,145,842	\$0	\$1,145,842
Total Amount	\$4,081,439	\$75,000	\$4,156,439

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

ATTACHMENTS:

Schedule A – Budget Adjustment
First Amendment to Agreement #15-11069

SCHEDULE A

RUHS – PUBLIC HEALTH

BUDGET ADJUSTMENT

FISCAL YEAR 2017/2018

INCREASE IN APPROPRIATIONS:

10000-4200100000-525440 Professional Services	<u>\$75,000</u>
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TOTAL INCREASE IN APPROPRIATIONS	<u>\$75,000</u>
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INCREASE IN ESTIMATED REVENUE:

10000-4200100000-751680 CA-State Grant Revenue	<u>\$75,000</u>
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SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

TOTAL INCREASE IN ESTIMATED REVENUE \$75,000

Melissa Noone
Melissa Noone, Associate Management Analyst 5/14/2018

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, May 22, 2018, that Chuck Washington, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 15-11069, Amendment No. 1 between Riverside County and California Department of Public Health providing: for the HIV Minority AIDS Services.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By:  _____
Deputy

CLERK'S COPY

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

Agreement Number 15-11069	Amendment Number A01
Registration Number:	

Check here if additional pages are added: 2 Page(s)

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

State Agency's Name

California Department of Public Health

Also known as CDPH or the State

Contractor's Name

County of Riverside

(Also referred to as Contractor)


2. The term of this Agreement is: April 1, 2016 through March 31, 2019

3. The maximum amount of this Agreement after this amendment is: \$ 4,156,439
Four Million, One Hundred Fifty Six Thousand, Four Hundred Thirty Nine 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 in the amount of \$75,000 for year 2 of this agreement, due to a revised state allocation formula that reflects the annual Ryan White Part B HIV Care Grant Program award to California for FY 2017-18.
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

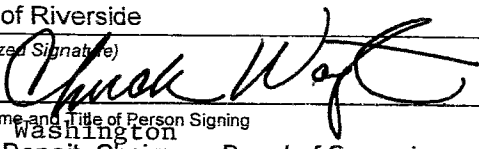

(Continued on next page)

ATTEST:
KECIA HARPER JHEM, Clerk
By 
DEPUTY

All other terms and conditions shall remain the same.

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

FORM APPROVED COUNTY COUNSEL
BY: DANIELLE D. MALAND 5/21/18 DATE

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.) County of Riverside		
By (Authorized Signature) 	Date Signed (Do not type) <u>5/22/18</u>	
Printed Name and Title of Person Signing John J. Benoit , Chairman, Board of Supervisors		
Address P.O. Box 7600, Riverside, CA 92513-7600		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		<input type="checkbox"/> Exempt per: OA Budget Act 2017 AB 93, Chapter 14
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

MAY 22 2018 3.31

III. Exhibit B - Budget Detail and Payment Provisions, Provision 1 (Invoicing and Payment) is amended to read as follows:

1. Invoicing and Payment

E. Amounts Payable

The amounts payable under this Agreement shall not exceed:

- 1) \$1,789,755 for the budget period of 04/01/16 through 3/31/17.
- 2) ~~\$1,145,842~~ **\$1,220,842** for the budget period of 04/01/17 through 3/31/18.
- 3) \$1,145,842 for the budget period of 04/01/18 through 3/31/19.

IV. Exhibit B – Attachment I-II, Budget (Year 1- 3) is hereby replaced in its entirety with Exhibit B, Attachment I-II, Budget (Year 1- 3) A01.

“All references to Exhibit B, Attachment I-II, Budget (Year 1-3), in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I-II, Budget (Year 1-3) A01.”

“This amendment includes any pages of Exhibit B, Attachment I-II, Budget (Year 1-3) that were inadvertently omitted from the original agreement.”

Exhibit B - Attachment I
HIV Care Program

Budget Year 1 (April 1, 2016 - March 31, 2017), Year 2 (April 1, 2017 - March 31, 2018), Year 3 (April 1, 2018 - March 31, 2019)

Position Title	SOW Reference	Annual Salary		Year (1)			Year (2)			Year (3)			Totals
		Range	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget		
HIVSTD Public Health Program Chief	II-A-1	\$100,788-\$120,788	0.25	\$110,788	\$27,697	0.25	\$110,788	\$27,697	0.25	\$110,788	\$27,697	\$81,061	
Admin Svs. Assistant	II-A-1	\$41,782-\$61,782	0.50	\$51,782	\$25,891	0.25	\$51,782	\$12,946	0.25	\$51,782	\$12,946	\$51,783	
Office Assistant III	II-A-1	\$30,140-\$40,140	0.50	\$35,140	\$17,569	0.27	\$35,140	\$9,329	0.27	\$35,140	\$9,329	\$36,227	
Health Services Assistant	II-A-1	\$36,610-\$56,610	0.50	\$46,610	\$23,305	0.50	\$46,610	\$23,305	0.50	\$46,610	\$23,305	\$69,915	
Medical Consultant	II-A-1	\$190,000-\$210,000	0.13	\$200,000	\$25,982	0.25	\$200,000	\$50,383	0.25	\$200,000	\$50,383	\$126,728	
Communicable Disease Specialist I	II-A-1	\$54,697-\$74,697	1.00	\$64,697	\$64,697	0.50	\$64,697	\$32,349	0.50	\$64,697	\$32,349	\$126,395	
Communicable Disease Specialist I	II-A-1	\$57,440-\$77,440	1.00	\$67,440	\$67,440	0.88	\$67,440	\$59,010	0.88	\$67,440	\$59,010	\$165,460	
Communicable Disease Specialist I	II-A-1	\$57,440-\$77,440	1.00	\$67,440	\$67,440	0.88	\$67,440	\$59,010	0.88	\$67,440	\$59,010	\$165,460	
Psychiatrist	II-A-1	\$140,500-\$160,500	0.06	\$160,500	\$0	0.06	\$160,500	\$10,000	0.06	\$160,500	\$10,000	\$20,000	
Communicable Disease Specialist	II-A-1	\$33,404-\$43,404	0.50	\$38,404	\$19,202	0.50	\$38,404	\$19,202	0.50	\$38,404	\$19,202	\$19,202	
Communicable Disease Specialist	II-A-1	\$33,404-\$43,404	0.50	\$38,404	\$19,202	0.50	\$38,404	\$19,202	0.50	\$38,404	\$19,202	\$57,606	
Sr. Communicable Disease Specialist	II-A-1	\$55,000-\$75,000	0.50	\$65,000	\$32,500	0.25	\$63,541	\$15,885	0.25	\$63,541	\$15,885	\$15,885	
Office Assistant	II-A-1	\$39,100-\$59,100	0.50	\$49,100	\$24,600	0.25	\$49,100	\$12,275	0.25	\$49,100	\$12,275	\$49,100	
Health Services Assistant	II-A-1	\$34,215-\$44,215	0.50	\$39,215	\$19,608	0.25	\$39,215	\$9,804	0.25	\$39,215	\$9,804	\$39,216	
Health Services Assistant	II-A-1	\$30,244-\$40,244	0.50	\$35,244	\$17,622	0.50	\$35,244	\$17,622	0.50	\$35,244	\$17,622	\$17,622	
Health Services Assistant	II-A-1	\$29,337-\$39,337	0.50	\$34,337	\$0	0.50	\$34,337	\$17,169	0.50	\$34,337	\$17,169	\$34,336	
Communicable Disease Specialist	II-A-1	\$43,654-\$63,654	0.50	\$53,654	\$26,827	0.50	\$53,654	\$26,827	0.50	\$53,654	\$26,827	\$93,798	
PH Program Director	II-A-1	\$90,000-\$110,000	0.63	\$100,000	\$63,092	0.25	\$101,742	\$25,775	0.25	\$101,742	\$25,775	\$114,642	
Health Services Assistant	II-A-1	\$36,610-\$56,610	0.65	\$46,610	\$30,297	0.50	\$46,610	\$23,305	0.50	\$46,610	\$23,305	\$78,907	
Health Services Assistant	II-A-1	\$34,178-\$54,178	0.50	\$44,178	\$22,089	0.50	\$44,178	\$22,089	0.50	\$44,178	\$22,089	\$66,267	
Nurse Manager	II-A-1	\$96,653-\$116,653	0.50	\$106,653	\$53,327	0.38	\$106,653	\$39,995	0.38	\$106,653	\$39,995	\$79,890	
Case Manager/Benefits Counselor	II-A-1	\$41,906-\$61,906	1.00	\$51,906	\$51,906	1.00	\$51,906	\$51,906	1.00	\$51,906	\$51,906	\$155,718	
Communicable Disease Specialist I	II-A-1	\$57,440-\$77,440	1.00	\$67,440	\$67,440	0.50	\$67,440	\$33,720	0.50	\$67,440	\$33,720	\$134,880	
Social Service Worker III	II-A-1	\$60,088-\$80,088	1.00	\$70,088	\$70,088	1.00	\$70,088	\$70,088	1.00	\$70,088	\$70,088	\$163,006	
Assistant Nurse Manager	II-A-1	\$66,653-\$116,653	0.50	\$106,653	\$53,327	0.50	\$106,653	\$53,327	0.50	\$106,653	\$53,327	\$163,006	
Total Salaries and Wages					\$837,801			\$662,721			\$662,721	\$2,193,243	
Fringe Benefits					\$383,649			\$278,753			\$278,753	\$941,155	
Total Personnel					\$1,221,450			\$941,474			\$941,474	\$3,104,398	
B. Operating Expenses													
General Office Supplies	II-A-1 5.A.1				\$2,500			\$3,500			\$3,500	\$9,500	
Communication Services (cell phones)	II-A-1 5.A.1				\$1,000			\$1,000			\$1,000	\$3,000	
Computer Workstation/Software Upgrades	II-A-1 5.A.1				\$2,381			\$2,381			\$2,381	\$2,381	
Total Operating Expenses					\$6,881			\$6,881			\$6,881	\$14,881	
C. Capital Expenditures													
Total Capital Expenditures					\$0			\$0			\$0	\$0	
D. Other Cost													
Subcontractor: Desert AIDS Project	II-A-1 5.A.1				\$229,863			\$120,000			\$120,000	\$466,863	
Subcontractor: Young Scholars for Academic Empowerment dba TrueEvolution	II-A-1 5.A.1				\$66,000			\$66,000			\$66,000	\$66,000	
Subcontractor: Borrego Community Health Foundation	II-A-1 5.A.1				\$83,928			\$25,645			\$25,645	\$83,928	
Contractors Non-Personnel Costs	II-A-1 5.A.1				\$101,000			\$145,545			\$145,545	\$192,090	
Total Other Costs					\$466,791			\$346,190			\$346,190	\$787,881	
E. Indirect Costs													
Total Indirect Costs					\$20,000			\$8,690			\$8,690	\$27,380	
Total Costs					\$1,744,122			\$1,100,209			\$1,100,209	\$3,944,640	

① Subcontractors - Direct Service Providers, providing Case Management, Medical Transportation Services, Food Bank/Home Delivered Meals, etc.
② Contractors Non-Personnel Costs Associated Directly with Services - Medical Transportation Services and Early Intervention Services etc.

Exhibit B - Attachment II
Minority AIDS Initiative Program
Budget Year 1 (April 1, 2016 - March 31, 2017), Year 2 (April 1, 2017-March 31, 2018), Year 3 (April 1, 2018-March 31, 2019)

A. Personnel	SOW Reference	Annual Salary Range	Year (1)			Year (2)			Year (3)			Totals
			FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	
Communicable Disease Specialist	II-A.4	\$48,973-\$66,973	0.50	\$56,973	\$28,487	0.50	\$56,973	\$28,487	0.50	\$56,973	\$28,487	\$85,461
Total Salaries and Wages					\$28,487			\$28,487			\$28,487	\$85,461
Fringe Benefits				Percentage			Percentage			Percentage		
				44.17%	\$12,583		44.17%	\$12,583		44.17%	\$12,583	\$37,749
Total Personnel					\$41,070			\$41,070			\$41,070	\$123,210
B. Operating Expenses	SOW Reference				Budget			Budget			Budget	\$0
Total Operating Expenses					\$0			\$0			\$0	\$0
C. Capital Expenditures	SOW Reference				Budget			Budget			Budget	\$0
Total Capital Expenditures					\$0			\$0			\$0	\$0
D. Other Cost	SOW Reference				Budget			Budget			Budget	\$50,000
Subcontractor: Desert AIDS Project	5.A.1							\$50,000				\$50,000
Subcontractor: InuEvolution	5.A.1							\$25,000				\$25,000
Total Other Costs					\$0			\$75,000			\$0	\$75,000
E. Indirect Costs					Percentage	Budget	Percentage	Budget	Percentage	Budget	Percentage	Budget
Total Indirect Costs					11.1%	\$4,563	11.1%	\$4,563	11.1%	\$4,563	11.1%	\$13,689
Total Costs					\$45,633			\$120,633			\$46,633	\$211,899

① Subcontractors - Direct Service Providers, providing Outreach and/or Treatment Education: Subcontractors Identified - supporting documentation has been submitted and is on file with program.

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

OR

2. _____
Initials We are a scrutinized company as defined in Public Contract Code 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. _____
Initials We currently have, or we have had within the previous three years, 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.

Company Name (Printed) <p style="text-align: center;">County of Riverside</p>	Federal ID Number <p style="text-align: center;">95-6000930</p>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <p style="text-align: center;">Chuck Washington, Chairman of the Board of Supervisors</p>	
Date Executed <p style="text-align: center;">5/22/18</p>	Executed in the County and State of <p style="text-align: center;">Riverside, California</p>

ATTEST:

KECIA HARPER, IHM, Clerk

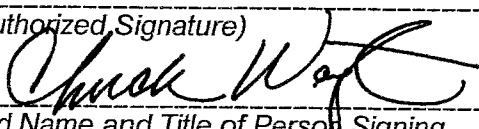
By


DEPUTY

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

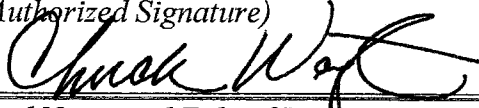
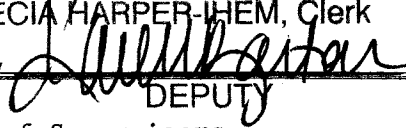
I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
Proposer/Bidder Firm Name (Printed) County of Riverside		95-6000930
By (Authorized Signature) 		
Printed Name and Title of Person Signing Chuck Washington, Chairman of the Board of Supervisors		
Date Executed 5/22/18	Executed in the County and State of Riverside, California	

ATTEST:
 KECIA HARPER IHEM, Clerk
 By 
 DEPUTY

CCC 04/2017

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> County of Riverside		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 	ATTEST: KECIA HARPER-IHEM, Clerk By  DEPUTY	
<i>Printed Name and Title of Person Signing</i> Chuck Washington, Chairman of the Board of Supervisors		
<i>Date Executed</i> 5/22/10	<i>Executed in the County of</i> Riverside	

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 11102) (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

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, 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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.