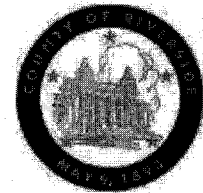


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.27
(ID # 8182)

MEETING DATE:

Tuesday, October 23, 2018

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH: Ratify and Approve Amendment No. A01 to Standard Agreement No. 16-10854 with the California Department of Public Health for HIV Medical, Support Care, and Minority AIDS Services to Increase the Funding Level and to Extend the Contract Term for Two Years through September 29, 2020. Districts; ALL. [\$514,700 - 100% State Funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No. A01 to Standard Agreement No. 16-10854 with the California Department of Public Health (CDPH) for HIV Medical, Support Care, and Minority AIDS services to increase the funding level in the amount of \$514,700 for a total contract amount of \$798,700 and extend the contract term for two additional years through September 29, 2020; authorize the Chairman of the Board to sign the amendment on behalf of the County.
2. Authorize the Chairman of the Board to sign the California Civil Law Certification, the Darfur Contracting Act Certification, and the Contractor Certification Clauses, required by the California Department of Public Health to be signed with the above-mentioned amendment, on behalf of the County of Riverside.
3. Authorize the Director of Public Health, or her designee, to sign all future certifications, assurances, reports, or other documents required by the California Department of Public Health related to the above-mentioned agreement.

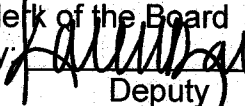
ACTION: Policy, A-30


Kim Saruwatari, Director of Public Health 10/4/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione 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: October 23, 2018
xc: RUHS-Public Health

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	\$ 76,900	\$ 218,900	\$ 514,700	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funded			Budget Adjustment: No	
			For Fiscal Year: 18/19-20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary (continued)

The Department of Public Health, HIV/STD 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. On April 18, 2017, Item 3.19, the Board of Supervisors approved a new five-year Agreement to continue HIV health care services. Staff and supplies are funded through this Agreement to provide the following services: HIV Care Program and Minority AIDS Initiative services.

Impact on Citizens and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

The total contract amount will be received as follows:

Fiscal Year	Total
16/17	\$99,400
17/18	\$206,774
18/19	\$218,900
19/20	\$218,900
20/21	\$54,726
Total Amount	\$798,700

ATTACHMENTS:

- A. Amendment No. A01 to Standard Agreement No. 16-10854 with the California Department of Public Health
- B. California Civil Laws Certification
- C. Darfur Contracting Act Certification

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

D. Contractor Certification Clauses (CCC)


Melissa Noone, Associate Management Analyst

10/17/2018


Gregory V. Priamos, Director County Counsel

10/15/2018

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RESOLUTION

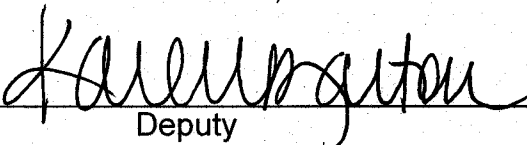
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, October 23, 2018, that Chuck Washington, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 16-10854, Amendment No. 1 between Riverside County and California Department of Public Health providing: for the HIV Medical, Support Care, and 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

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD213A (Rev 6/03)

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

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

Agreement Number 16-10854	Amendment Number A01
Registration Number:	

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

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

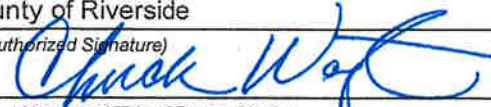
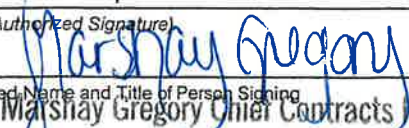
State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name County of Riverside	(Also referred to as Contractor)
- The term of this **November 30, 2016** through **September 29, 2020** Agreement is:
- The maximum amount of this **\$ 798,700** Agreement after this amendment is: **Seven Hundred Ninety Eight Thousand, Seven Hundred Dollars**
- 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:
 - Purpose of amendment:** This amendment increases the funding level in the amount of \$514,700 for this agreement, due to a revised state allocation formula that reflects the annual Ryan White Part B HIV Care Grant Program Supplemental (X08) award to California for FY 2017-18. Also, it will extend the contract term for two additional years, adds 1 position, and adds Contractor's remittance address.
 - 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~~).

ATTEST:
KEGIA HARPER-IHEM, Clerk
 By: 
DEPUTY

(Continued on next page)

All other terms and conditions shall remain the same.

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

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) 10/23/18	
Printed Name and Title of Person Signing CHUCK WASHINGTON CHAIRMAN, BOARD OF SUPERVISORS		
Address P.O. Box 7600, Riverside, CA 92513-7600		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		<input checked="" type="checkbox"/> Exempt per: OA Budget Act 2017 AB 93, Chapter 14
By (Authorized Signature) 	Date Signed (Do not type) 11/16/18	
Printed Name and Title of Person Signing Marshay Gregory Chief Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

FORM APPROVED COUNTY COUNSEL
 BY: 
 DANIELLE D. MALAND
 DATE

OCT 23 2018 **3.27**

III. Exhibit A – Scope of Work, Provision 4 is revised to include Provision 4.C. and 4.D, as described below:

4. **Project Representatives**

C. All payments from CDPH to the Contractor, shall be sent to the following address:

<u>Remittance Address</u>
<u>Contractor: County of Riverside</u>
<u>Attention: Cashier, Richard Lee</u>
<u>P.O. Box 7600</u>
<u>Riverside, CA 92513-7600</u>
<u>Phone: (951) 358-7205</u>
<u>Fax: (951) 358-5407</u>
<u>E-mail: rilee@rivcocha.org</u>

C. D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

All references to Exhibit A, Scope of Work, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A A01, Scope of Work.

IV. Exhibit B - Budget Detail and Payment Provisions, Provision 1.E, 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) \$142,000 for the budget period of 11/30/16 through 09/29/17.
- 2) ~~\$142,000~~ **\$218,900** for the budget period of 09/30/17 through 09/29/18.
- 3) **\$218,900 for the budget period of 09/30/18 through 09/29/19.**
- 4) **\$218,900 for the budget period of 09/30/19 through 09/29/20.**

V. Exhibit B – Attachment I, Budget (Year 1- 2) is hereby replaced in its entirety with Exhibit B A01, Attachment I, Budget (Year 1- 4).

All references to Exhibit B, Attachment I, Budget (Year 1-2), in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B A01, Attachment I, Budget (Year 1-4).

Exhibit B - Attachment I ③
HIV Care Program

Budget Year 1 (November 30, 2016 - September 29, 2017), Year 2 (September 30, 2017-September 29, 2018), Year 3 (September 30, 2018-September 29, 2019), Year 4 (September 30, 2019-September 29, 2020)

A. Personnel	SOW Reference	Annual Salary Range	Year (1)			Year (2)			Year (3)			Year (4)			Totals	
			FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	Percentage	Avg. Salary
Nutritionist	II-A-1	\$55,000-\$65,000	0.40	\$60,000	\$24,014	0.40	\$60,000	\$24,014	0.58	\$60,000	\$34,507	0.58	\$60,000	\$34,507	\$-48,028	\$127,535
Eligibility Specialist	II-A-1	\$48,739-\$58,739	0.59	\$53,739	\$31,690	0.59	\$53,739	\$31,690	0.00	\$0	\$0	0.00	\$0	\$0	\$-63,380	\$31,690
Office Assistant	II-A-1	\$44,100-\$54,100							0.87	\$49,100	\$42,613	0.87	\$49,100	\$42,613	\$127,838	\$127,838
Total Salaries and Wages					\$56,704			\$56,704			\$77,120			\$77,120	\$-141,408	\$287,063
Fringe Benefits																
Total Personnel					\$23,396			\$23,396			\$32,390			\$32,390	\$-46,792	\$120,567
Total Personnel					\$79,100			\$79,100			\$109,510			\$109,510	\$-468,200	\$407,630
B. Operating Expenses																
Total Operating Expenses																
C. Capital Expenditures																
Total Capital Expenditures																
D. Other Cost																
Subcontractor: CARES Community Health ①	II-A-1 S.A.1, Page 10			\$43,000				\$43,000							\$-66,000	\$43,000
Subcontractor: Desert AIDS Project ①	S.A.1, Page 10									\$50,000				\$50,000		\$150,000
Subcontractor: TruEvolution ①	S.A.1, Page 10									\$25,000				\$25,000		\$75,000
Contractors Non-Personnel Costs ②	II-A-1 S.A.1, Page 10			\$10,000				\$10,000			\$21,990			\$21,990	\$-20,000	\$75,970
Total Other Costs				\$53,000				\$53,000			\$96,990			\$96,990	\$-106,000	\$343,970
E. Indirect Costs																
Total Indirect Costs																
Total Costs					\$142,000			\$142,000			\$218,900			\$218,900	\$-284,000	\$798,700

① Subcontractor - Direct Service Provider, providing Early Intervention Services (EIS).
 ② Contractors Non-Personnel Costs Associated Directly with Services - includes Medical Transportation.
 ③ Rounding might occur.



KAREN L. SMITH, MD, MPH
Director & State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

11/30/2018

County of Riverside
Attn: County Clerk
P.O. Box 1147
Riverside, CA 92502-1147

Subject: Contract# 16-10854 A01

Enclosed for your records is a copy of the fully executed Contract Agreement between the California Department of Public Health and County of Riverside with a term of 11/30/2016 through 9/29/2020.

Approval was obtained on 11/16/2018 which represents the commencement date of this agreement.

Public Contract Code 10116 requires state agencies to capture information on race, ethnicity, gender and sexual orientation of business owners on all awarded contracts and procurements.

- This information shall not be collected until after the contract has been awarded.
- The completion of the attached form is **strictly voluntary** and **shall be anonymous**.
The information on the completed data sheet shall remain **CONFIDENTIAL**

When applicable, Per Title 2, Section 8117.5 of the California Code of Regulations requires that we notify the Department of Fair Employment and Housing, Office of Compliance Programs of this agreement award of \$5,000 or more.

When applicable, Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841 and California Code of Regulations (CCR) 1896.78 require that all Prime Contractors that used a Disabled Veteran Business Enterprise (DVBE) firm to perform an element of work for a given contract to report specific DVBE information, therefore, if DVBE subcontractors are utilized in performance of this contract/procurement, you must complete the attached CDPH 9095 form and return within 60 days from receipt of final payment.

You may fax either of these forms to (916) 319-8583 or mail to SB/DVBE Advocate at address below.

Please contact Program Support Branch, Contracts Management Unit, if you have any questions.

cc: CDPH Contract File

VOLUNTARY STATISTICAL DATASHEET
(Information to be used for reporting purposes only)

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
 - For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.
- For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.*

Ethnicity/Minority Classification As defined in Public Contract Code Section 2051 (c)

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <http://www.whitehouse.gov/omb/fedref/1997standards.html>

- | | |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other | <input type="checkbox"/> White |

Gender Classification

- Female
- Male

Sexual Orientation Classification As defined by Public Contract Code 10111(f)

- Lesbian
- Bisexual
- Gay
- Transgender

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY

- Goods
- Services
- Construction

Total Contract Purchase: 798,700 Contract Award Date: 11/16/18

Prime Contractor's DVBE Subcontracting Report

PLEASE FAX OR MAIL THIS FORM WITHIN 60 DAYS FROM RECEIPT OF FINAL PAYMENT TO:

California Department of Public Health
 ATTN: SB/DVBE Advocate
 1616 Capitol Ave, Suite 74.317
 Sacramento, CA 95814
 Fax: (916) 319-8583

(Information obtained will be used for reporting purposes only.)

Department Use Only		Prime Contractor	
Contract Number:	Amendment #:	FEIN Number:	
Program:	<i>16-10854</i>	Phone Number:	
Prime Contractor:		Address:	
Contract Term Dates:		Email Address:	
Contract Award Amount:	<i>798,700</i>	Date Final Payment Received:	
		Total Contract Amount Received:	

List ALL Disabled Veteran Business Enterprise firms involved with this contract.

(A) DVBE Subcontractor(s) Name	(B) DVBE Subcontractor Address	(C) DVBE Certification Number	(D) Total Contracted Amt. to DVBE	(E) Total Payment Amount to DVBE	(F) Variance
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Total:			Total:\$	Total:\$	Total:\$

Number of Subcontractors=

I declare under penalty of perjury under the laws of the State of California that all information submitted is true and correct.

Prime Contractor Printed Name: _____

Signature: _____

Date: _____

Prime Contractor's DVBE Subcontracting Report Form Instructions

GENERAL INFORMATION: Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) require that all Prime Contractors that used a Disabled Veteran Business Enterprise (DVBE) firm to perform an element of work for a given contract to report specific DVBE information.

Prime Contractors are required to maintain records that support the information submitted on this form and that confirm all payments to DVBE subcontractor(s) have been made.

DEPARTMENT ONLY INSTRUCTIONS:

The awarding Department's completion of the following information, prior to issuing this form to the Prime Contractors ensures that all DVBE subcontractor activities are reported for DVBE firms resulting in the award.

1. Fill in the **Department Use Only** section, which includes:

- Contract Number
- Department
- Prime Contractor
- Date Contract Completed
- Contract Award Amount

2. Complete columns A, B, C & D of the DVBE subcontractors table, for each individual subcontractor used

PRIME CONTRACTOR'S INSTRUCTIONS:

1. Fill in **Prime Contractor** section, which includes:

- FEIN Number
- Phone Number
- Address
- Email Address
- Date Final Payment Received
- Contract Received Amount

2. Complete the DVBE subcontractor information in columns E & F ONLY. **If you do not see a subcontractor listed in the table that was utilized on your contract, please fill out sections A-F of the table.**

3. Complete Signature block with Printed name, Signature & Date.


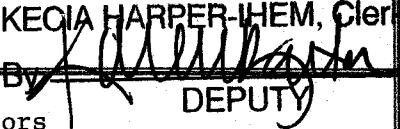
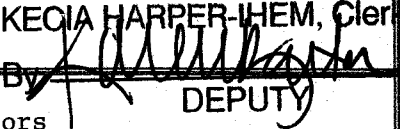
PLEASE NOTE: Include all DVBE's that performed an element of work for this contract regardless of tier, and report ONLY ONE contract per form.

PLEASE FAX OR MAIL THE FORM BACK TO THE CDPH SB/DVBE ADVOCATE WITHIN 60-DAYS OF RECEIPT OF FINAL PAYMENT.

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 
<i>Printed Name and Title of Person Signing</i> Chuck Washington, Chairman of the Board of Supervisors		By  DEPUTY
<i>Date Executed</i> 10/23/18	<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

OCT 23 2018 3:27

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.

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>
<i>Proposer/Bidder Firm Name (Printed)</i> County of Riverside		95-6000930
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Chuck Washington, Chairman of the Board of Supervisors		
<i>Date Executed</i> 10/23/18	<i>Executed in the County and State of</i> County of Riverside, California	

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 
 DEPUTY

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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) County of Riverside	Federal ID Number 95-6000930
By (Authorized Signature) 	ATTEST: KECIA HARPER-IHEM, Clerk BY DEPUTY
Printed Name and Title of Person Signing Chuck Washington, Chairman of the Board of Supervisors	
Date Executed 10/23/18	Executed in the County and State of County of Riverside, California