

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



**ITEM: 3.27  
(ID # 12293)**


**MEETING DATE:**  
Tuesday, May 19, 2020

**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** PUBLIC SOCIAL SERVICES: Adoption of Resolution No. 2020-082, Authorizing the Director of the Department of Public Social Services to apply for and accept the County Allocation award under the State of California, Department of Housing and Community Development Transitional Housing Program. All Districts [Total Cost \$257,600 - Source of Funds State 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:  
Adopt Resolution No. 2020-082 Authorizing the Director of the Department of Public Social Services to apply for and accept the County Allocation award under the State of California, Department of Housing and Community Development Transitional Housing Program on Behalf of the County, and the Chairman of the Board, or Designee, to Enter Into and Execute the Standard Agreement and Any Required Documents, and Amendments Thereto, Necessary to Receive and Administer the Funds.

**ACTION:Policy**

  
Sayori Baldwin, DPSS Director 4/15/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** May 19, 2020  
**xc:** DPSS

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$128,800	\$128,800	\$257,600	\$0
<b>NET COUNTY COST</b>	\$	\$	\$	\$
<b>SOURCE OF FUNDS: State 100%</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

The California Department of Housing and Community Development (HCD) has allocated \$257,600 to Riverside County for the Transitional Housing Program. The funds need to be expended by June 30, 2022. Additional funding may be allocated from HCD for fiscal year 2020/2021. An extension was sent to HCD to give Riverside County time to submit the resolution for the allocation.

Transitional Housing Program funds will be used to help young adults who are 18 to 25 years of age secure and maintain housing. The Department is currently using the Host Family Model and Scattered Site Model to provide Transitional Housing Program-Plus (THP-Plus) services to a caseload of 33 emancipated young adults.

The Host Family Model (HFM) is whereby a host family that provides a safe, stable environment that supports and nurtures an existing relationship between an emancipated foster youth and a caring supportive adult who will assist the youth in becoming self-sufficient, and the Scattered Site Model (SS) is whereby foster youth reside in housing located in several locations throughout the county that are owned or leased by the THP-Plus providers.

The goal of THP-Plus is to improve outcomes for the young adults by providing them with housing and comprehensive services after emancipation in order to break the cycle of homelessness, unemployment, poverty and incarceration. With the additional funding from HCD, the Department will continue to assist former foster youth in securing and maintaining housing while they seek employment, education, or other self-sufficiency sustaining tasks.

**Impact on Residents and Businesses**

THP Services funding will ensure that housing and other self-sufficiency services are available for young adults between the ages of 18 to 25.

**Additional Fiscal Information**

100% of THP funding comes from State funds.

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

**ATTACHMENTS:**

- ATTACHMENT A.** Resolution No. 2020-082
- ATTACHMENT B.** THP Allocation Acceptance Form
- ATTACHMENT C.** Government TIN Form

2  
3 RESOLUTION NO. 2020-082  
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5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
6 AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC SOCIAL SERVICES, OR  
7 DESIGNEE, TO APPLY FOR AND ACCEPT THE COUNTY ALLOCATION AWARD UNDER THE  
8 STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
9 TRANSITIONAL HOUSING PROGRAM ON BEHALF OF THE COUNTY, AND THE CHAIRMAN  
10 OF THE BOARD, OR DESIGNEE, TO ENTER INTO AND EXECUTE THE STANDARD  
11 AGREEMENT AND ANY REQUIRED DOCUMENTS, AND AMENDMENTS THERETO,  
12 NECESSARY TO RECEIVE AND ADMINISTER THE FUNDS  
13

14 WHEREAS, the State of California (the "State"), Department of Housing and Community  
15 Development ("Department") issued a Transitional Housing Program ("THP" or "Program") Allocation  
16 Acceptance form, dated February 4, 2020, to allocate \$257,600 ("County Allocation") for the County of  
17 Riverside ("County") pursuant to Item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter  
18 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of  
19 the Health and Safety Code; and

20 WHEREAS, the THP Allocation Acceptance form relates to funding to county child welfare  
21 agencies for the purpose of housing stability to help young adults 18 to 25 years secure and maintain  
22 housing, with priority given to young adults formerly in the foster care or probation systems; and

23 WHEREAS, the County of Riverside, Department of Public Social Services ("DPSS" or  
24 "Applicant"), is the allocation applicant required to submit the THP Allocation Acceptance form, and other  
25 documentation, on behalf of the County in order to accept and receive an allocation; and

26 WHEREAS, the THP County Allocation award will be used by DPSS to help young adults  
27 who are 18 to 25 years of age secure and maintain housing;  
28

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* DATE: 5-6-2020  
SYNTHIA M. GUNZEL

1 NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED, by the  
2 Board of Supervisors of the County of Riverside, State of California, ("Board") in regular session assembled  
3 on May 19, 2020, at 9:30 a.m. or soon thereafter, in the meeting room located on the first floor of the County  
4 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board does hereby determine  
5 and declare as follows:

6 SECTION 1. That the Director of DPSS, or designee, is hereby authorized to apply for and  
7 accept the Transitional Housing Program County Allocation award by the State of California, Department  
8 of Housing and Community Development, on behalf of the County, as detailed in its THP Allocation  
9 Acceptance form in an amount up to \$257,600, as authorized by the Department under applicable state law.

10 SECTION 2. That the Chairman of the Board, or designee, is hereby authorized to act on  
11 behalf of the County in connection with the THP County Allocation award, and to enter into, execute, and  
12 deliver the standard agreement, forms, any and all documents required or deemed necessary or appropriate  
13 to be awarded the THP County Allocation award, including amendments that do not substantially increase  
14 or decrease the awarded amount, as well as any other documents necessary to receive and administer the  
15 funds, (collectively, the "Transitional Housing Program Allocation Award Documents"), as approved as to  
16 form by County Counsel and consistent with the Board's approved budget and approval provided hereto.

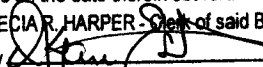
17 SECTION 3. That Applicant shall be subject to the terms and conditions that are specified  
18 in the THP Allocation Award Documents, and that Applicant will use the THP County Allocation award  
19 funds in accordance with the THP Allocation Acceptance form, the THP Allocation Award Documents,  
20 and any and all THP requirements or other applicable rules and laws.

21 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this Board hereby  
22 authorizes this resolution to take effect immediately upon its adoption.

23  
24 ROLL CALL:

25 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
26 Nays: None  
27 Absent: None

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

28 By  Deputy  
KECIA R. HARPER, Clerk of said Board

<b>Transitional Housing Program (THP) Allocation Acceptance</b>		Rev. 2/4/20
<b>County Allocation:</b>		<b>\$257,600</b>
<p>Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate \$8 million in funding to counties for the purpose of housing stability to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.</p>		
<b>Allocation Applicant</b>		
<b>Allocation Applicant is a County Child Welfare Agency</b>		
<p>Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults aged 18 to 25 years in foster care. The allocation excludes Alpine and Sierra county because their calculation did not demonstrate a need for young adults aged 18 to 25.</p>		
<b>Applicant County</b>	<b>Riverside County</b>	
<b>Legal name of Applicant as stated on resolution:</b> County of Riverside		
Address: 4080 Lemon Street		
City: Riverside		State: CA
Zip: 92501		
<b>Auth Rep Name</b>	Sayori Baldwin	<b>Title</b> Director
<b>Auth Rep Email</b>	sbaldwin@rivco.org	
<b>Phone</b>	951-358-6995	
<b>Contact Name</b>	Michelle Wohl	<b>Title</b> Deputy Director
<b>Email</b>	mwohl@rivco.org	
<b>Phone</b>	951-358-7915	
Address: 10281 Kidd Street		
City: Riverside		State: CA
Zip: 92503		
<b>Federal Tax ID Number (FEIN)</b>	95-6000930	
<b>Administrative Fiscal Representative</b>		
Legal Name: DPSS Fiscal		
Contact Name: Monica Bentley		Contact Email: mbentley@rivco.org
Phone: 951-358-7761	Address: 4060 County Circle Drive	
City: Riverside		State: CA
Zip: 92503		
<b>File Name:</b>	<b>App Resolution</b>	Reference sample resolution document
		Attached to email?
<b>File Name:</b>	<b>App Signature Block</b>	Signature Block - upload in Microsoft Word document
		Attached to email?
<b>File Name:</b>	<b>App TIN</b>	Reference Taxpayer Identification Number (TIN) document
		Attached to email?
<b>Use of Funds</b>		
<p>Funds shall be used to help young adults who are 18 to 25 years of age secure and maintain housing. Use of funds may include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) Identify and assist housing services for this population in your community;</li> <li>2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);</li> <li>3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and</li> <li>4) Provide engagement in outreach and targeting to serve those with the most severe needs.</li> </ol>		
<b>Expenditure of Funds</b>		
<p>Any grant funds remaining unexpended as of June 30, 2022, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2022 and must reference the Contract Number.</p>		
<b>Allocation Acceptance Requirements</b>		
<p>In order to accept and receive an allocation, applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN Form. HCD will only accept applications electronically via email no later than 5:00 p.m. on:</p> <p style="text-align: center;"><b>Tuesday, March 31, 2020</b></p> <p style="text-align: center;">HCD will only accept applications electronically at the following email address:</p> <p style="text-align: center;"><b>THP@hcd.ca.gov</b></p>		
<b>Reporting Requirements</b>		
<p>Applicant acknowledges and agrees to submit an annual report to the Department for the three years following distribution of TAY Program funds addressing the following:</p> <ol style="list-style-type: none"> <li>1) How many people were served?</li> <li>2) What were the funds used for?</li> <li>3) Who were the housing navigator(s)?</li> <li>4) How many people served were in foster care?</li> <li>5) How many people served were in probation system?</li> </ol>		
<b>Certification</b>		
<p><b>On behalf of the entity identified in the signature block below, I certify that:</b></p> <p>The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct. I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.</p> <p>In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.</p>		
	Chairman, Board of Supervisors	
Printed Name	Title of Signatory	Signature
Entity Name: County of Riverside		Phone Number:
Entity Address: 4080 Lemon Street		City: Riverside
		State: CA
		Zip: 92501

FORM APPROVED COUNTY COUNSEL  
 BY: Synthia M. Gunzel 5-6-2020  
 SYNTHIA M. GUNZEL DATE



The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (\*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name\*

Remit-To Address (Street or PO Box)\*

City\*  State \*  Zip Code\*+4

Government Type:  City  County  Special District  Federal  Other (Specify)

Federal Employer Identification Number (FEIN)\*

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person\*  Title

Phone number\*  E-mail address

Signature\*  Date

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# RESOLUTION

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**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, May 19, 2020, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 20-THP-14184 between Riverside County and Department of Public Social Services providing: Funding for transitional housing services.

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Roll Call:

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Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
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 R. HARPER, Clerk of said Board

By: 

Deputy

3.27



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT  
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
20-THP-14184

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME  
Riverside County

2. The term of this Agreement is:

START DATE  
Upon HCD Approval  
THROUGH END DATE  
06/30/2022

3. The maximum amount of this Agreement is:  
\$257,600.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	Terms and Conditions	0
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		3

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County

CONTRACTOR BUSINESS ADDRESS  
4060 County Circle Drive

CITY  
Riverside

STATE  
CA

ZIP  
92503

PRINTED NAME OF PERSON SIGNING

**KAREN SPIEGEL**

TITLE

Chair of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

*Karen S. Spiegel*

STATE OF CALIFORNIA

DATE SIGNED

01/13/2021

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY  
Sacramento

STATE  
CA

ZIP  
95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager,  
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

FORM APPROVED COUNTY COUNSEL

BY: *Lisa Sanchez* 1/11/2021  
LISA SANCHEZ DATE

ATTEST:

KECIA R. HARPER, Clerk

By: *Dusilla Ray*  
DEPUTY

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.

MAY 19

3.27

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority**

For the 2019-20 fiscal year, pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (collectively, the "Statute"), the Department of Housing and Community Development (the "Department") shall allocate the designated funding to the counties for allocation to child welfare services agencies to help young adults who are 18 to 25 years of age secure and maintain housing, with priority given to young adults formerly in the state's foster care or probation systems. This Agreement is entered into under the authority of, and in furtherance of the purposes of, the Statute.

**2. Purpose**

In accordance with the authority cited above, the Contractor was awarded Financial Assistance (the "Allocation Acceptance Form") from the Program (the "Grant") for the 2019-2020 fiscal year. The Allocation Acceptance Form, including all representations made by the Contractor therein, are hereby incorporated in this Agreement by this reference. The State agreed to make the Grant, based on the Statute and this Agreement.

The State and the Contractor agree to enter into this Agreement in accordance with the terms and conditions set forth herein, subject to all the provisions of the applicable statutes and further subject to the State laws and requirements governing State contracts.

**3. Scope of Work**

The Contractor shall use all of this funding for the purpose of housing stability to help young adults aged 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care system and probation.

**4. Monitoring and Reporting**

The Contractor shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as laid out in the Scope of Work. These books, records, documents, and other evidence shall be made available for audit and inspection by the Department for a period of two years.

**EXHIBIT A**

A reporting form, provided by the Department, shall be submitted annually, by June 30, addressing the following:

- A. How many people were served?
- B. What were the funds used for?
- C. Who were the housing navigators or other subcontractor(s)?
- D. How many people served were in the foster care system?
- E. How many people served were in probation?

**5. Effective Date and Expenditure Deadline**

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. Any grant funds remaining unexpended within two years of the receipt of the funds (the Expenditure Period), must be returned to the State. Checks shall be payable to the California Department of Housing and Community Development and mailed to 2020 West El Camino Avenue, Room 300, Sacramento, CA 95833, no later than one month following the expiration of the Expenditure Period and must reference the Contract Number.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**STATUTORY AUTHORITY**

The Budget Act of 2019 (Chapter 23 of the Statutes of 2019 (AB 74))

2240-102-0001 - local assistance, Department of Housing and Community Development:  
\$8,000,000

**Schedule:**

1665-Financial Assistance Program: \$8,000,000

**Provisions:**

1. (a) Of the funds appropriated in this item, \$8,000,000 shall be allocated to counties for the purpose of housing stability to help young adults aged 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care system and probation.

# General Terms and Conditions (GTC 04/2017)

## EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)



20. **LOSS LEADER**: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)