

CALIFORNIA Ryan White HIV/AIDS PROGRAM – Part B Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of San Bernardino, hereinafter “Grantee”

Implementing the project, “HIV Care Program”, hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 18-10884, A1

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to: Increase the funding amount, and to modify Project Representatives. There are no additional changes to this grant.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by \$13,147 and is amended to read: The maximum amount payable under this Grant shall not exceed ~~\$4,718,401~~ **\$4,731,548** (Four Million Seven Hundred Thirty One Thousand Five Hundred Forty Eight Dollars).

AMENDED STANDARD PROVISIONS: The following exhibits are replaced in their entirety, attached, and made a part of this Grant by this reference:

Exhibit A, A1 Letter of Intent

Exhibit A1, A1 List of allocations

Exhibit B, A1 Budget Detail and Payment Provisions

PROJECT REPRESENTATIVES.

The Project Representatives during the term of this Grant will be:

California Department of Public Health	County of San Bernardino
<p>Jessica Heskin, Chief</p> <p>1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814</p> <p>Telephone: (916) 449-5819 Fax: (916) 449-5959 Email: jessica.heskin@cdph.ca.gov</p>	<p>Curt Hagman <u>Shannon Swims, Chairman Program Coordinator</u></p> <p>172 W. Third Street Basement <u>451 E. Vanderbilt, 2nd Floor</u> San Bernardino, CA 92415-0010 <u>92408</u></p> <p>Telephone: (909) 458-9400 <u>387-6492</u> Fax: Email: chagman <u>shannon.swims@dph.sbcounty.gov</u></p>

Direct all inquiries to:

California Department of Public Health	County of San Bernardino
<p>Patricia Bittle <u>Jesse Vigil, HIV Care Program Advisor</u></p> <p>1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814</p> <p>Telephone: (916) 449-5988 <u>5819</u> Fax: (916) 449-5959 Email: patricia.bittle <u>jesse.vigil@cdph.ca.gov</u></p>	<p>Shannon Swims, Administrative Supervisor I <u>Program Coordinator</u></p> <p>172 W. Third Street Basement <u>451 E. Vanderbilt, 2nd Floor</u> San Bernardino, CA 92415-0010 <u>92408</u></p> <p>Telephone: (909) 384-6492 <u>387-6492</u> Fax: Email: shannon.swims@dph.sbcounty.gov</p>

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
<p>County of San Bernardino FISCAL ID: 0000012187</p> <p>Cashier – Shelly Carso, Accountant III <u>Fiscal Admin</u></p> <p>351 N. Mountain View Avenue, 3rd Floor San Bernardino, CA 92415-0000 <u>0010</u></p> <p>Telephone: (909) 387-9128 Fax: (909) 387-6886 Email: shelly.carso@dph.sbcounty.gov</p>

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Curt Hagman, Chairman
Board of Supervisors
County of San Bernardino
~~172 W. Third Street Basement~~ **451 E. Vanderbilt, 2nd**
Floor San Bernardino, CA ~~92415-0010~~ **92408**

Date: _____

~~Joseph Torrez~~ **Javier Sandoval**, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

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



GAVIN NEWSOM
Governor

Exhibit A, A1
Letter of Intent

February 4, 2022

Shelly Carso & Shannon Swims
San Bernardino Department of Public Health
172 W 3rd St,
San Bernardino, CA 92415-0010

Dear Shelly and Shannon,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the intent to award funds to San Bernardino County for the Ryan White HIV/AIDS Program (Part B) (RWHAP)/HIV Care Program (HCP) and, if applicable, the Minority AIDS Initiative (MAI).

The goals of CDPH/OA are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support, and (3) reduce HIV/AIDS-related health disparities. CDPH/OA utilizes federal Health Resources Services Administration funds to provide support for HIV/AIDS services in local communities (FAIN X0712778, DUNS 799150615, UEI KD2JSY6LNMW7, CFDA 93.917). As the State grantee for RWHAP, CDPH/OA allocates those funds for the administration of the HCP and MAI through grants with Local Health Jurisdictions and Community Based Organizations for the provision of medical and support services to low-income people living with HIV.

These funds will be available to County of San Bernardino on a yearly basis from April 1, 2019 – March 31, 2024. The amount of funding allocated is on an annual basis through a non-competitive formula. Your maximum amount for the five-year grant period is \$4,731,548 for the purpose of serving persons living with HIV in the County of San Bernardino.

	Year 1	Annual Amount for Years 2 to 3	Annual Amount for Years 4 to 5	Total Amount for Years 1 to 5
HIV Care Program	\$879,797	\$879,797	\$841,371	\$4,322,133
Minority AIDS Initiative	\$153,883	\$63,883	\$63,883	\$409,415
Emerging Communities	Not applicable	Not applicable	Not applicable	Not applicable
Housing Plus Project	Not applicable	Not applicable	Not applicable	Not applicable

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In



addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

The funds must be used to provide allowable services under RWHAP Part B. For guidance see the Scope of Work

(https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/HCPMAI%20SOWFINAL_Nov2018_ADA.pdf). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by March 4, 2022. The documents should be e-mailed to your assigned HIV Care Program Advisor.

If you have any questions, please feel free to contact me at abel.martinez@cdph.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abel Martinez', with a stylized flourish at the end.

Abel Martinez, MPH
Chief, Care Operations Unit
Office of AIDS, California Department of Public Health

Exhibit AI, A1
List of Allocations

County of San Bernardino
18-10884 A1

Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Alameda	\$1,366,541 \$1,366,542	\$1,366,541 \$1,366,542	\$1,366,541 \$1,366,542	\$1,366,541 \$1,320,507	\$1,366,541 \$1,320,507	\$6,832,707 \$6,740,640
Butte (Includes Glenn)	\$172,438	\$140,259 \$172,438	\$140,259 \$172,438	\$140,259 \$144,958	\$140,259 \$144,958	\$733,472 \$807,230
Contra Costa	\$611,187 \$724,567	\$480,375 \$611,187	\$480,375 \$611,187	\$480,375 \$588,268	\$480,375 \$588,268	\$2,532,698 \$3,123,477
Humboldt (Includes Del Norte)	\$160,401	\$135,165 \$160,401	\$135,165 \$160,401	\$135,165 \$187,948	\$135,165 \$187,948	\$701,061 \$857,099
Imperial	\$153,036	\$80,355 \$153,036	\$80,355 \$153,036	\$80,355 \$141,596	\$80,355 \$141,596	\$401,775 \$742,300
Inyo	\$80,355 \$50,885	\$80,355 \$56,917	\$80,355 \$56,917	\$80,355 \$0	\$80,355 \$0	\$164,719 \$164,719
Kern	\$876,915 \$876,914	\$765,179 \$1,076,192	\$765,179 \$1,171,815	\$765,179 \$1,060,782	\$765,179 \$1,060,782	\$3,937,629 \$5,246,485
Kings	\$85,732	\$66,226 \$85,732	\$66,226 \$85,732	\$66,226 \$65,423	\$66,226 \$65,423	\$350,637 \$388,042
Long Beach	\$1,104,424 \$1,347,497	\$1,104,424 \$1,347,497	\$1,104,424 \$1,347,497	\$1,104,424 \$1,328,947	\$1,104,424 \$1,328,947	\$6,765,194 \$6,700,385
Los Angeles	\$8,501,444 \$5,000,000	\$8,501,444 \$5,000,000	\$8,501,444 \$5,000,000	\$8,501,444 \$5,446,809	\$8,501,444 \$5,446,809	\$39,005,776 \$25,893,618
Madera	\$77,958 \$98,794	\$77,958 \$98,794	\$77,958 \$98,794	\$77,958 \$93,399	\$77,958 \$93,399	\$410,626 \$483,180
Marin	\$161,170 \$196,406	\$161,170 \$196,406	\$161,170 \$196,406	\$161,170 \$215,167	\$161,170 \$215,167	\$841,086 \$1,019,552
Merced	\$95,393 \$124,811	\$95,393 \$124,811	\$95,393 \$124,811	\$95,393 \$111,632	\$95,393 \$111,632	\$506,381 \$597,697
Mono	\$44,550	\$44,550 \$0	\$44,550 \$0	\$44,550 \$0	\$44,550 \$0	\$222,750 \$89,100
Monterey (Includes San Benito)	\$270,701 \$342,999	\$270,701 \$342,999	\$270,701 \$342,999	\$270,701 \$311,421	\$270,701 \$311,421	\$1,425,804 \$1,651,839
Nevada	\$38,366 \$49,862	\$38,366 \$49,862	\$38,366 \$49,862	\$38,366 \$47,570	\$38,366 \$47,570	\$203,324 \$244,726
Orange	\$2,315,662 \$2,705,624	\$2,315,662 \$2,285,779	\$2,315,662 \$1,882,554	\$2,315,662 \$2,295,489	\$2,315,662 \$2,295,489	\$11,968,272 \$11,464,935
Plumas (Includes Lassen, Modoc, Sierra, Siskiyou)	\$181,513 \$233,694	\$181,513 \$233,694	\$181,513 \$233,694	\$181,513 \$206,044	\$181,513 \$206,044	\$959,744 \$1,113,170
Riverside	\$1,149,316 \$1,454,431	\$1,149,316 \$1,454,431	\$1,149,316 \$1,454,431	\$1,149,316 \$1,234,044	\$1,149,316 \$1,234,044	\$6,051,693 \$6,831,381
Sacramento (includes El Dorado, Placer and Yolo)	\$986,066 \$1,262,278	\$986,066 \$1,262,278	\$986,066 \$1,262,278	\$986,066 \$1,318,415	\$986,066 \$1,318,415	\$5,206,543 \$6,423,664
San Bernardino	\$943,680 \$1,033,680	\$943,680 \$943,680	\$943,680 \$943,680	\$943,680 \$905,254	\$943,680 \$905,254	\$4,718,401 \$4,731,548
San Diego	\$2,291,806 \$2,291,806	\$2,291,806 \$2,291,806	\$2,291,806 \$2,291,806	\$2,291,806 \$2,297,977	\$2,291,806 \$2,297,977	\$11,459,032 \$11,471,372
San Francisco	\$2,672,237 \$3,248,921	\$2,672,237 \$3,248,921	\$2,672,237 \$3,248,921	\$2,672,237 \$3,259,617	\$2,672,237 \$3,259,617	\$13,937,869 \$16,265,997
San Joaquin	\$464,049 \$552,736	\$464,049 \$767,907	\$464,049 \$863,530	\$464,049 \$844,608	\$464,049 \$844,608	\$2,408,933 \$3,873,389
San Mateo	\$302,549 \$384,482	\$302,549 \$384,482	\$302,549 \$384,482	\$302,549 \$367,992	\$302,549 \$367,992	\$1,594,678 \$1,889,430
Santa Barbara	\$214,474 \$257,928	\$214,474 \$257,928	\$214,474 \$257,928	\$214,474 \$224,713	\$214,474 \$224,713	\$1,115,824 \$1,223,210
Santa Clara	\$1,105,107 \$1,033,492	\$883,493 \$1,362,869	\$883,493 \$1,458,492	\$883,493 \$1,260,321	\$883,493 \$1,260,321	\$4,639,080 \$6,375,495
Santa Cruz	\$114,195 \$144,818	\$114,195 \$144,818	\$114,195 \$144,818	\$114,195 \$224,624	\$114,195 \$224,624	\$601,598 \$883,702
Solano	\$234,144	\$234,144	\$234,144	\$234,144 \$125,089	\$234,144 \$125,089	\$1,170,719 \$952,610
Stanislaus	\$186,573	\$186,573	\$186,573	\$186,573 \$202,919	\$186,573 \$202,919	\$932,865 \$965,557
Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tulare	\$245,689 \$245,690	\$245,689 \$195,983	\$245,689 \$165,983	\$245,689 \$232,699	\$245,689 \$232,699	\$1,228,447 \$1,073,054
Ventura	\$286,072 \$562,354	\$286,072 \$562,354	\$286,072 \$562,354	\$286,072 \$479,596	\$286,072 \$479,596	\$1,706,640 \$2,646,254
Ampla Health (Colusa, Sutter, Yuba)	\$119,904 \$154,493	\$119,904 \$154,493	\$119,904 \$154,493	\$119,904 \$337,989	\$119,904 \$337,989	\$634,110 \$939,457
Caring Choices (Shasta, Tehama, Trinity)	\$159,995 \$209,439	\$159,995 \$209,439	\$159,995 \$209,439	\$159,995 \$0	\$159,995 \$0	\$840,419 \$628,317
Community Medical Center (Fresno)	\$713,514 \$713,514	\$713,514 \$713,514	\$713,514 \$713,514	\$713,514 \$674,454	\$713,514 \$674,454	\$1,995,096 \$3,489,450
CCMC (Lake and Mendocino)	\$123,048 \$123,050	\$123,048 \$123,048	\$123,048 \$123,048	\$123,048 \$98,185	\$123,048 \$98,185	\$562,834 \$565,516
John C. Fremont (Mariposa)	\$44,195 \$44,195	\$44,195 \$44,195	\$44,195 \$44,195	\$44,195 \$40,019	\$44,195 \$40,019	\$220,877 \$212,623
Queen of the Valley (Napa)	\$65,247 \$83,148	\$65,247 \$83,148	\$65,247 \$83,148	\$65,247 \$82,009	\$65,247 \$82,009	\$344,137 \$413,462
Access Support Network (San Luis Obispo)	\$93,227 \$122,100	\$93,227 \$122,100	\$93,227 \$122,100	\$93,227 \$117,835	\$93,227 \$117,835	\$495,008 \$601,970
Santa Rosa CHC (Sonoma)	\$265,809 \$334,949	\$265,809 \$334,949	\$265,809 \$334,949	\$265,809 \$379,814	\$265,809 \$379,814	\$1,398,185 \$1,764,475
Sierra Hope (Alpine , Amador, Calaveras, Inyo , Mono , Tuolumne)	\$104,013 \$133,451	\$104,013 \$133,451	\$104,013 \$178,001	\$104,013 \$183,999	\$104,013 \$183,999	\$549,505 \$812,901
Total	\$28,444,129 \$28,546,424	\$28,589,575 \$28,623,348	\$28,444,126 \$28,476,992	\$27,876,061 \$28,458,132	\$27,876,061 \$28,258,132	\$141,229,960 \$142,363,028

Exhibit B, A1**Budget Detail and Payment Provisions****1. Invoicing and Payment**

- A. Upon completion of project activities as provided in the Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

- B. ~~Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:~~

~~Invoice Desk~~

~~California Department of Public Health~~

~~CARE Program~~

~~MS-770~~

~~1616 Capitol Avenue, Suite 616~~

~~Sacramento, CA 95899-7426~~

Invoices shall include the Grant Number and shall be e-mailed as signed copies of HCP invoices (PDF format), including HCP Summary Tracking (Excel format) and detailed supporting documentation directly to the HCP invoice inbox:

HCP_Invoices@cdph.ca.gov

- C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B, A1
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed \$4,718,401 **\$4,731,548**.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Invoices

- ~~A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.~~

An invoice shall be submitted for payment no more than forty-five (45) calendar days following the end of each quarterly service period or thirty (30) calendar days following each monthly service period. The quarterly invoicing deadlines are as follows:

<u>Quarter</u>	<u>Invoice Due Date</u>
<u>Quarter 1 (April 1st – June 30th)</u>	<u>August 15th</u>
<u>Quarter 2 (July 1st – September 30th)</u>	<u>November 15th</u>
<u>Quarter 3 (October 1st – December 31st)</u>	<u>February 15th</u>
<u>Quarter 4 (January 1st – March 31st)</u>	<u>May 15th</u> <u>Note: No extensions will be approved as this date is a hard deadline for the purposes of closing out the federal grant. Invoices received after this date may not be reimbursed.</u>

- ~~B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.~~
If invoice is not submitted by the deadline, and extension may be offered for a MAXIMUM of fourteen (14) calendar days. NO EXTENSIONS MAY BE GRANTED FOR THE Q4 INVOICE. If the invoice is not submitted after the two-week extension, current quarterly/monthly expenditures shall be combined in the next invoice submission, but this may cause significant delays in reimbursement for all invoices for the current FY. Q4 invoice (including any charges from previous quarters) has a hard deadline of May 15th.

6. Grant Closure

- A. Upon the expiration or termination date of this Grant:**

- 1) A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following this date. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.**
- 2) A final list of all paid invoices and a completed Contractor Release Form (CDPH 2532) must be emailed to the HCP_Invoices@cdph.ca.gov once all payments are received.**

Exhibit B, A1
Budget Detail and Payment Provisions

**RELEASE FORM SHOULD NOT BE SIGNED BY ANY PARTIES UNTIL ALL INVOICES
HAVE BEEN PAID AND RECEIVED.**

B. The State may, at its discretion, choose not to honor any delinquent final invoice.

6-7. Travel and Per Diem Reimbursement

**Any reimbursement for necessary travel and per diem shall be at the rates currently in effect
as established by the California Department of Human Resources (CalHR).**

Contractor Certification Clause

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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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. (PCC 10296) (Not applicable to public entities.)

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 lesser 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.

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.

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](#) 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).

DOMESTIC PARTNERS:

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

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.

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.

a) Current State Employees (PCC 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.

b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

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)

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.)

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.

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.

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.

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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government 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>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	