

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

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

Agreement Number 16-10814	Amendment Number A01
Registration Number:	

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

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name County of Tulare	
(Also referred to as Contractor)	
2. The term of this Agreement is: **July 1, 2016 through June 30, 2019**
3. The maximum amount of this Agreement is: **\$ 85,137**
 Agreement after this amendment is: **Eighty Five Thousand One Hundred Thirty Seven Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** This amendment allows for budgetary line item shifts in Personnel and Operating Expenses for year 2 and year 3. The funding amount has not changed.

 The Contractor will continue to provide direct services for HIV/AIDS Surveillance to local health jurisdictions.
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

APPROVED AS TO FORM:
 BY **ROD MULLIN**
 COUNTY COUNSEL 7/2/18
 DEPUTY (2018959)

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 Tulare		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing J. Steven Worthley, Chairman, Board of Supervisors		
Address 5957 S. Mooney Blvd. Visalia, CA 93277		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		<input checked="" type="checkbox"/> Exempt per: OA Budget Act 2017
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

Exhibit B - Attachment I
Budget Detail
July 1, 2016 - June 30, 2019

County of Tulare
16-10814 A01

		Year (1)			Year (2)			Year (2) Amendment A01			Year (3)			Year (3) Amendment A01			TOTALS*		
A. Personnel		Annual Salary																	
Position Title	SOW Reference	Range	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget		
Surveillance Coordinator- Nurse- Licensed Vocational	1,2,3,4,5	\$ 59,276.00	25%	\$59,276	\$14,819	25%	\$59,276	\$14,819	25%	\$48,214	\$12,054	25%	\$59,276	\$14,819	25%	\$48,214	\$12,054	\$38,926	
Position 2- Public Health Nurse II	5	\$ 61,364.00	5%	\$81,364	\$3,068	6%	\$61,364	\$3,068	0%	\$0	\$0	6%	\$61,364	\$3,068	0%	\$0	\$0	\$3,068	
Total Salaries and Wages					\$17,887			\$17,887			\$12,054			\$17,887			\$12,054	\$41,894	
Fringe Benefits*	1,2,3,4,5		Percentage			Percentage			Percentage			Percentage			Percentage				
Total Personnel			30.00%	\$5,366		30.00%	\$6,366		35.00%	\$4,219		30.00%	\$-6,366		35.00%	\$4,219	\$13,804	\$55,798	
				\$23,253			\$23,253			\$16,272			\$23,253			\$16,272	\$55,798		
B. Operating Expenses		SOW Reference			Budget			Budget			Budget			Budget			Budget		
1. Facilities Cost					\$0			\$0			\$0			\$0			\$0		\$0
2. General Office Supplies	1,2,3,4,5				\$420			\$420			\$3,765			\$420			\$3,720		\$7,905
3. Equipment Rental & Purchases					\$0			\$0			\$0			\$0			\$0		\$0
4. Telecommunications	1,2,3,4,5				\$0			\$0			\$4,650			\$0			\$4,650		\$9,300
5. Media/Promotion					\$0			\$0			\$0			\$0			\$0		\$0
8. Travel and Per Diem	5				\$0			\$0			\$1,200			\$0			\$1,200		\$2,400
Total Operating Expenses					\$420			\$420			\$9,615			\$420			\$9,570		\$19,605
C. Capital Expenditures		SOW Reference			Budget			Budget			Budget			Budget			Budget		
Total Capital Expenditures					\$0			\$0			\$0			\$0			\$0		\$0
O. Other Cost		SOW Reference			Budget			Budget			Budget			Budget			Budget		
Subcontractor:																			
Consultant(s):																			
Total Other Costs					\$0			\$0			\$0			\$0			\$0		\$0
E. Indirect Costs			Percentage	Budget		Percentage	Budget		Percentage	Budget		Percentage	Budget		Percentage	Budget			
Indirect Costs (up to 20.24% of Total Personnel Cost)	Personnel Costs		20.24	\$4,706		20.24	\$4,706		15.312%	\$2,492		20.24	\$4,706		15.59%	\$2,537		\$9,734	
Total Costs				\$28,379			\$28,379			\$28,379			\$28,379			\$28,379		\$85,137	

*Fringe Benefit percentage is based on employer contributions that include FICA, medical, worker's compensation, short and long term disability, and retirement rates.

Operating Expenses
1. Facilities -- Rent
2. General Office Supplies -- Pens, Paper, Post-It notes
3. Equipment Rental & Purchases -- Rentals (copy machines, large printers) Purchases (computers, laptops, tablets, cell phones)
4. Telecommunications -- County Electronic Network Systems, Internet Provider, Cell Phone Provider, Landline Telephone System)
5. Media/Promotions-- Development & Purchasing Materials (brochures, fliers) and Advertising (banners, ads)
6. Travel and Per Diem (Conferences, Trainings, Meetings) -in state travel only

Other Costs (Subcontractors and Consultants)
Subcontractor(s):

Rounding may occur

Darfur Contracting Act

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

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

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

OR

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

OR

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

CERTIFICATION

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

Company Name (Printed)	Federal ID Number 94-600545
By (Authorized Signature)	
Printed Name and Title of Person Signing J. Steven Worthley Chairman, Board of Supervisors	
Date Executed	Executed in the County and State of Tulare

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>		<i>Federal ID Number</i> 94-600545
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> J. Steven Worthley Chairman, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> Tulare	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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

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

Agreement Number 16-10814	Amendment Number A01
Registration Number:	

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

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name County of Tulare	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2016 through June 30, 2019**
3. The maximum amount of this Agreement after this amendment is: **\$ 85,137 Eighty Five Thousand One Hundred Thirty Seven Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** This amendment allows for budgetary line item shifts in Personnel and Operating Expenses for year 2 and year 3. The funding amount has not changed.

The Contractor will continue to provide direct services for HIV/AIDS Surveillance to local health jurisdictions.
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

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 Tulare		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing J. Steven Worthley, Chairman, Board of Supervisors		
Address 5957 S. Mooney Blvd. Visalia, CA 93277		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		
		<input checked="" type="checkbox"/> Exempt per: OA Budget Act 2017

APPROVED AS TO FORM:
 BY COUNTY COUNSEL 7/2/18
 DEPUTY (2018959)

Exhibit B - Attachment I
Budget Detail
July 1, 2016 - June 30, 2019

County of Tulare
16-10814 A01

		Year (1)			Year (2)			Year (2)/Amendment A01			Year (3)			Year (3)/Amendment A01			TOTALS	
A. Personnel		Annual Salary																
Position Title	SOW Reference	Range	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	
Surveillance Coordinator- Nurse- Licensed Vocational	1,2,3,4,5	\$ 59,278.00	25%	\$59,278	\$14,819	25%	\$59,276	\$14,819	25%	\$48,214	\$12,054	25%	\$59,276	\$14,819	25%	\$48,214	\$12,054	\$36,926
Position 2- Public Health Nurse II	5	\$ 61,364.00	5%	\$81,364	\$3,068	6%	\$61,364	\$3,068	0%	\$0	\$0	6%	\$61,364	\$3,068	0%	\$0	\$0	\$3,068
Total Salaries and Wages					\$17,887			\$17,887			\$12,054			\$17,887			\$12,054	\$41,994
Fringe Benefits*	1,2,3,4,5		Percentage			Percentage			Percentage			Percentage			Percentage			
			30.00%	\$5,366		30.00%	\$5,366		35.00%	\$4,219		30.00%	\$5,366		35.00%	\$4,219		\$13,804
Total Personnel				\$23,253			\$23,253			\$16,272			\$23,253			\$16,272	\$55,798	
B. Operating Expenses		SOW Reference		Budget		Budget		Budget		Budget		Budget		Budget		Budget		
1. Facilities Cost				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
2. General Office Supplies	1,2,3,4,5			\$420		\$420		\$3,765		\$420		\$3,720		\$3,720		\$7,905		\$7,905
3. Equipment Rental & Purchases				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
4. Telecommunications	1,2,3,4,5			\$0		\$0		\$4,650		\$0		\$4,650		\$9,300		\$9,300		\$9,300
5. Media/Promotion				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
6. Travel and Per Diem	5			\$0		\$0		\$1,200		\$0		\$1,200		\$2,400		\$2,400		\$2,400
Total Operating Expenses				\$420		\$420		\$9,615		\$420		\$9,570		\$19,605		\$19,605		\$19,605
C. Capitol Expenditures		SOW Reference		Budget		Budget		Budget		Budget		Budget		Budget		Budget		
				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Total Capitol Expenditures				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
D. Other Cost		SOW Reference		Budget		Budget		Budget		Budget		Budget		Budget		Budget		
Subcontractor:																		
Consultant(s):																		
Total Other Costs				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
E. Indirect Costs			Percentage	Budget		Percentage	Budget		Percentage	Budget		Percentage	Budget		Percentage	Budget		
Indirect Costs (up to 20.24% of Total Personnel Cost)	Personnel Costs		20.24	\$4,706		20.24	\$4,706		15.312%	\$2,492		20.24	\$4,706		15.59%	\$2,537		\$9,734
Total Costs				\$28,379		\$28,379		\$28,379		\$28,379		\$28,379		\$28,379		\$28,379		\$85,137

*Fringe Benefit percentage is based on employer contributions that include FICA, medical, worker's compensation, short and long term disability, and retirement rates.

Operating Expenses
1. Facilities -- Rent
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Subcontractor(s):

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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. _____
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.

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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.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i> 94-600545	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i> J. Steven Worthley Chairman, Board of Supervisors			
<i>Date Executed</i>		<i>Executed in the County and State of</i> Tulare	

CCC 04/2017

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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.