

VETERAN MENTAL HEALTH OUTREACH SERVICES

1. INTRODUCTION/SERVICES

- A. The County of Tulare (Contractor) shall provide Veteran Mental Health Outreach Services, as specified in Exhibit A-1, in accordance with the Mental Health Services Act (Proposition 63), for the California Department of Veterans Affairs (CalVet).
- B. Provider must be able to perform the tasks associated with providing services under the scope of their license. Contractor will provide services in accordance with federal and state laws and regulations and CalVet policies.
- C. The Contractor is not authorized to deliver or commence services until written approval has been obtained from CalVet Contract Manager and the Contractor has received an executed contract from CalVet. Any delivery or service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor.

2. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall provide the following services:

- A. Expand and/or enhance mental health services to include treatment and other related recovery programs to Veterans currently residing in or returning to the community, as they transition to civilian life.
- B. Provide the following performance measures on a periodic and annual basis:
 - 1. Four (4) periodic progress reports to include the following:
 - a) Performance table that includes the goal for each performance measure and the source of collecting the performance measure (See Exhibit B – Budget Detail and Payment Provisions for periodic progress report/metric due dates).
 - b) Any narrative related to Performance Assessment and Data.
 - 2. Annual progress report at the end of the funding period. The report must summarize information from the periodic reports, describe the accomplishments of the project, and describe the next steps for implementing any plans for additional work identified during the funding period.

3. INDEPENDENT CONTRACTOR STATUS

The Contractor/Providers shall be considered "Independent Contractors" in relation to CalVet and the State. Therefore, the Contractor/Providers shall not be considered employee(s) of the CalVet and shall not be entitled to any employee benefits from the CalVet or the State.

4. CONTACT INFORMATION

- A. The project representatives during the term of this Agreement will be:

CalVet Representative

Phillip Leggett, Mental Health Coordinator
1227 O Street, Room 105
Sacramento, CA 95814
Phone: (916) 503-8327
Email: phillip.leggett@calvet.ca.gov

Contractor Representative

Ken Cruickshank, CVSO
3348 W. Mineral King Avenue
Visalia, CA 93291
Phone: (559) 713-2880

- B. Contract Representatives, addresses, and phone/fax numbers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Representative including, name, title, mailing address, phone/fax numbers, and email address.

All other changes require a formal written amendment to this Agreement.

Appendix A – Program Narrative

Tulare County Health and Human Services Agency Veteran Services Office

Section A: Statement of Need

Tulare County is proud of the service and sacrifice that our veterans have made to our country. More than 16,000 veterans and their families reside in Tulare County currently. Tulare County Veterans Service Office serves approximately 1,600 individual veterans per year. The overarching goal of our Veteran Services Office is to provide timely services to any individual who has served our country in any military capacity. Veterans can receive assistance with connecting to Veteran Affairs (VA) Benefits, VA Healthcare, employment assistance, death benefits, work-study programs, and more. Participants are typically engaged in the program through a variety of agency referrals as well as individual walk-ins.

While the work of our Veteran Services team is impressive, there are challenges that come with being a team of only four employees. First off, the sheer geographical size of our county plays a significant role in our team's outreach abilities. The 4,839 square miles consists of several rural communities which remain vastly underserved. Of Tulare County's 460,000 residents, approximately 24.7%, or 113,620 individuals, are living at or beneath the Federal Poverty Level, making Tulare County one of the poorest counties in the state. Tulare County also has the state's highest percentage of individuals receiving Medi-Cal, at nearly 55%, or 253,000 people. Together, the geographic expanse and socioeconomic status of Tulare County present a significant challenge. Secondly, there are specific challenges that exist when trying to connect veterans to mental health services. These challenges need to be addressed through outreach efforts, as these are rarely the individuals we see in a walk-in capacity. A stigma exists around seeking mental health services, so the building of rapport will be integral. Once rapport has been built, and a safe environment created, connecting veterans to this vitally important service will be far more affective. Lastly, Tulare County remains a conservative area, which has led to a service gap specific to our LGBTQ community. This gap can be addressed through effective collaboration with medical providers, therapists, mentors, and resources of the like that specialize in providing services to this particular community.

Each of these service gaps can be addressed effectively, provided that Tulare County establish the infrastructure and collaboration to address the outreach required in doing so. Tulare County has several collaborative efforts already in place, and looks to leverage those as we work toward seeing these important needs met.

Section B: Proposed Service/Project

Tulare County's goal is to launch a program whereby many partner agencies and organizations can collaborate effectively to better serve the true needs of our veteran community. We hope to leverage our existing relationships with the Visalia Police Department, Tulare County Sheriff's Department, the Kings/Tulare Homeless Alliance (formerly the Continuum of Care on Homelessness), Tule River Indian Reservation, Projects to Assist in the Transition from Homelessness (PATH) Program, The Source LGBTQ+ Center, local mental health providers, and several faith based organizations to create a streamlined system that will allow a veteran timely access to needed services through an expedited process. By appointing a specific individual to act as the program navigator for our veteran clientele, we can reduce or eliminate the number of hoops one person is required to jump through in order to access appropriate services. All external referrals will be sent through this program navigator who will assess the needs of the veteran and connect them appropriately. They will utilize a warm hand-off approach, and attend appointments with their clients as appropriate. These practices increase the likelihood that a veteran will attend their first appointment with a new provider, and once some rapport has been established, they are more likely to continue. This is especially accurate as it relates to appointments of a more sensitive nature such as mental health or LGBTQ specific services. We have already gathered the aforementioned partner organizations to solicit their buy-in for a project of this nature. They too believe that this process will thoroughly streamline a veteran's journey through what is often described as a confusing maze of systems and programs. All that remains is the need for a specific position allocation to be charged with the role of program navigator.

In addition to creating this filter of sorts by way of a program navigator, we will also be connecting with the local clinics to implement what we're calling the "Vet's Pass" Program. This program is designed to reduce the clinic wait

times that often exacerbate a veteran's feelings of anxiety and/or discomfort with seeking services. The Vet's Pass is designed to be used in the following manner: once a veteran has been assessed by the program navigator and appropriate services have been determined, the program navigator will call over to the appropriate clinic to schedule an appointment. Whenever possible, these priority appointments will be same day. The clinic will then provide the housing navigator with all paperwork that will be necessary to initiate a veteran in services. The program navigator will work with the veteran in a quiet, convenient space to complete all necessary paperwork. They will then scan said paperwork into their mobile device, and submit it to the clinic in advance of the appointment. This will eliminate the need for a veteran to show up an hour prior to their appointment, and reduce the likelihood of them choosing to leave prior to being seen for services. Tulare County implemented a similar program in 2016 that was specific to individuals experiencing homelessness who were in need of mental health services. That program has remained highly successful, and will pave the way moving forward.

Tulare County's proposed program is designed specifically to impact several of SAMHSA's priority populations, including American Indians and LGBTQ Individuals. As veterans are also a SAMHSA priority population, this project will positively impact all three groups. It is widely known that culture-centered practices are of vital importance when trying to make a genuine impact to a particular population.

The overarching goal of this pilot project is to create a system that will allow veterans to connect to the services they need with very few hoops to jump through, little or no wait time at appointments, and minimal frustration, thus increasing the number of individuals receiving the services they so badly need.

Section C: Proposed Implementation Approach

It is our belief that a project of this nature will have a profoundly positive impact on our veteran community. We hope to finally engage those who have otherwise been un-served. Whether the previous barrier to treatment was need for transportation, related to anxiety in social situations, fear of stigma associated with treatment, or lack of knowledge of available programs, our proposed project will effectively reduce or eliminate that barrier. This will, in turn, increase the number of local veterans connected to the services they need. This program will effectively increase outreach, prevention and early intervention.

A standardized screening tool will be used to assess each veteran which will include questions pertaining to: mental health, physical health, lack of safe and stable housing, financial stressors, substance abuse and a variety of other factors, which will assist the program navigator in determining what resource(s) to connect with. Once the needed resources have been prioritized, the program navigator can begin the streamlined referral process.

We anticipate being able to serve 1,000 veterans through this pilot project. We expect to do so through a variety of community outreach events, as well as the streamlined referral process being implemented. The partner organizations with whom we will work include: Visalia Police Department - Homeless Outreach (HOPE) Team, Tulare County Mental Health Clinics, Tulare County Sheriff's Department, Alcohol and Other Drug Programs (AOD), Projects in Assistance for the Transition from Homelessness (PATH) Program, Tule River Indian Reservation, Kings/Tulare Homeless Alliance, and The Source LGBTQ+ Center.

Significant barriers will include the County's large geographical size, and a limited number of staff to serve it. By adding a position specifically focused on outreach to this target population, we hope to overcome this barrier to a great extent. An additional barrier we intend to address is a more general resistance to treatment. We hope to overcome this barrier by selecting a point person who can build rapport with this clientele, answer any initial questions or concerns they might have, walk them through the process, and alleviate some of their resistance to engaging in needed treatment.

Tulare County Veteran Services does an outstanding job of coordinating with local resources and implementing appropriate services. As a part of the super agency that is Tulare County Health and Human Services Agency, they are well suited to collaborate with other agency programs such as Tulare County Mental Health, Alcohol and Other Drug Programs, and the Suicide Prevention Task Force. Leveraging these existing relationships will assist Tulare County Veteran Services in implementing this pilot project. In addition, direct project oversight will be the responsibility of Tulare County's Aging Services Manager. She brings to her role a background in mental health/AOD. Having managed the local mental health clinic for the past several years, she has both the intimate knowledge of available programs, and the relationships in place to implement and manage a program of this nature.

As data is collected to show the effectiveness of this program, conversation will be ongoing with our County Board of Supervisors to discuss the sustainability of the program moving forward. Veteran Services employees are able to generate some revenue by way of work load units earned by connecting eligible veterans to benefits. Work load units are currently reimbursed at approximately \$29 each, so as the program navigator connects veterans to benefits, the revenue brought in by those workload units will assist in keeping the position sustainable. Lastly, Tulare County's goal is to continually fund this project by way of grant, by successfully demonstrating impact of the program.

Section D: Performance Assessment and Data

Project performance data will be collected by the program navigator, and reported daily to the designated administrative support person. All data will be stored in an Excel spreadsheet until such a time that the program has proven sustainable, and can be added to the existing Electronic Records Programs used currently. Data will include, but not be limited to: number of contacts made, failed contact attempts, services recommended, services accepted, referrals made, and appointments kept. Spreadsheet will be maintained, and cross checked for accuracy by administrative staff. Spreadsheet will be sent regularly to project manager to determine trends, address obstacles, and validate program effectiveness on an ongoing basis. Data will be reported quarterly to Agency Directors, and CalVet.

I. STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for services rendered in accordance with the rates specified.
 - 1) The amount of this contract shall not exceed \$40,000.00
 - 2) The first quarterly payment shall be made upon approval of the contract in the amount of \$10,000.00.
 - 3) The remaining three payments shall be made upon receipt of quarterly invoices by the CalVet Contract Manager.
 - 4) Quarterly invoices shall be submitted no later than the following dates:

July 1, 2018	Contract Begins	Term: July 1, 2018 – June 30, 2019
October 31, 2018	1 st Quarter Invoice/Metrics Due	1 st Quarter (07/01/2018 – 9/30/2018)
January 31, 2019	2 nd Quarter Invoice/Metrics Due	2 nd Quarter (10/01/2018 – 12/31/18)
April 28, 2019	3 rd Quarter Invoice/Metrics Due	3 rd Quarter (01/01/2019 – 03/31/2019)
July 31, 2018	Annual Progress Reports	Counties must summarize information from the periodic reports, describe the accomplishments of the project and describe next steps for implementing any plans for additional work identified during the funding period. (Annual Progress Reports are due with 4 th Quarter invoices and metrics.) 4 th Quarter (04/01/19 – 06/30/19)

- B. Quarterly payments shall only be approved upon periodic invoices that shall include the Agreement Number, County name, address and telephone number. Quarterly invoices shall also be accompanied by the quarterly reports identified in Exhibit A – Scope of Work, and shall be submitted in duplicate not more frequently than listed above to:

Original Invoice	Approval Copy
Department of Veterans Affairs CalVet Accounting Office 1227 O Street Room 402 Sacramento, CA 95814	Department of Veterans Affairs Veterans Services Division 1227 O Street, Room 105 Sacramento, CA 95814 Attn: Phillip Leggett

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 form and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform 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 Contractor 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.

II. SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS

1. Submissions of Invoices/Claims

- A. All invoices/claims must be completed thoroughly and legibly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.
- B. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CalVet office and shall not require a contract amendment.
- C. Invoices/claims submitted shall include the following information in order to be considered complete and acceptable for processing, or the invoice/claim will be returned:
 - 1) Contractor's Company name
 - 2) Contractor's Company address, phone number and e-mail
 - 3) Date of invoice/claim
 - 4) Invoice/claim number
 - 5) Location where services were performed
 - 6) Agreement Number
 - 7) Contractor Federal Employer Identification Number and National Provider Identifier number
 - 8) Date(s) of Service
 - 9) Total dollar amount being billed
 - 10) First and Last name of Contractor or Provider performing services, if applicable
 - 11) Contractor's or Provider's Classification, whichever is applicable
 - 12) Contractors shall include the following information on the invoice/claim submitted for hourly reimbursement:
 - a) Hourly Rate
 - b) Time in and time out
 - c) Total hours worked
 - d) Total number of Residents seen
 - e) Any other medical information or documentation reasonably required to verify and substantiate the provision of services and the charges for such services.

GIA-610

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement 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 if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **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.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

1. CANCELLATION/TERMINATION:

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and / or payment / invoicing instructions / requirements.
- B. Upon notice of termination or cancellation, CalVet shall take immediate steps to stop performance and cancel or reduce subsequent contract costs.

2. RESOLUTION OF DISPUTES:

- A. The Contractor may dispute and appeal a decision or action by the State arising out of the Interpretation or administration of this Contract. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.

The Contractor's dispute notice shall state the following, based on the most accurate information available to the Contractor:

- 1) That it is a dispute pursuant to this Section.
 - 2) The date, nature, and circumstances of the conduct, which is the subject of dispute.
 - 3) The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
 - 4) The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
 - 5) The reason why the Contractor is disputing the conduct.
 - 6) The cost impact to the Contractor directly attributable to the alleged conduct, if any.
 - 7) The Contractor's desired remedy.
- B. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual agreement at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager, in a written decision stating the factual basis for the decision, will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual agreement.
 - C. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.
 - D. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:
 - 1) Find in favor of the Contractor, in which case the Undersecretary may:
 - a. Countermand the earlier conduct which caused the Contractor to file a dispute; or
 - b. Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.

- 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
 - 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (1) or (2) above, advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.
- E. Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.
- F. Contractor shall continue with the responsibilities under this Contract during any dispute.

3. INSURANCE REQUIREMENTS

Both parties will indemnify and hold harmless the other, its officers, agents, and employees from any and all claims or demands of liability caused by the indemnifying party during or after completion of the project, which is the subject of this agreement.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION:

For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain enforce and applicable for access to protected health information, including electronic protected health information.

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) <i>Tulare County</i>		Federal ID Number <i>95-6000545</i>
By (Authorized Signature)		
Printed Name and Title of Person Signing <i>J. Steven Worthley, Chairman of the Board</i>		
Date Executed	Executed in the County of <i>Tulare, California</i>	

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.