



**RESOLUTION No. 16-202**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**RESOLUTION APPROVING EXECUTION OF AMENDMENT  
NUMBER A01 TO THE STANDARD AGREEMENT NO. 13-20425  
WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH,  
OFFICE OF AIDS (RES. 13-433)**

WHEREAS, the California Department of Public Health, Office of AIDS, through this Agreement is providing federal funding for services related to the Housing Opportunities for Persons with AIDS (HOPWA) Program for the term of July 1, 2013 through June 30, 2016; and

WHEREAS, per Resolution 13-433, the Nevada County Board of Supervisors approved the State Agreement allocating the County funding for the HOPWA Program to provide strategies to alleviate or prevent homelessness amount low-income persons living with HIV/AIDS and to ensure these households are able to achieve and/or maintain housing stability and improve their access to HIV/AIDS care, treatment and support; and

WHEREAS, Amendment A01 slightly decreases funding and revises the Scope of Work to reflect changes to the Performance Goals for Year 3.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment Number A01 to the Standard Agreement No. 13-20425 by and between the County and the California Department of Public Health, Office of AIDS, which provides funding for the Housing Opportunities for Persons with AIDS (HOPWA) Program which decreases the maximum amount payable from \$77,934 to \$76,857 (a decrease of \$1,077) for the term of July 1, 2013 through June 30, 2016, be and hereby is approved in substantially the form hereto attached, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40114-492-2452/446700.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of May, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

5/24/2016 cc: PH(5)  
AC\*(hold)

6/20/2016 cc: PH\*  
AC\*(release)

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

Check here if additional pages are added: 1 Page(s)

Agreement Number 13-20425	Amendment Number A01
Registration Number:	

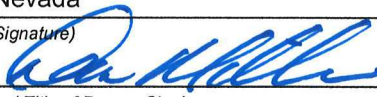
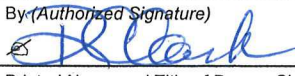
1. This Agreement is entered into between the State Agency and Contractor named below:
- |   |                                  |
|---|----------------------------------|
| State Agency's Name<br>California Department of Public Health | Also known as CDPH or the State  |
| Contractor's Name<br>County of Nevada                         | (Also referred to as Contractor) |
2. The term of this Agreement is: July 1, 2013 through June 30, 2016
3. The maximum amount of this Agreement after this amendment is: \$ 76,857  
 Seventy Six Thousand, Eight Hundred Fifty 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 decreases the funding level in the amount of \$1,077 for year 3 of this agreement, due to a revised state allocation formula that reflects the annual federal Housing Opportunities for Persons with AIDS grant award to California for FY 2015-16 and unspent dollars from prior year allocations. In addition, the Scope of Work has been revised to reflect changes to the Performance Goals for Year 3.
- 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~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Nevada		
By (Authorized Signature) 	Date Signed (Do not type) 5/24/2016	
Printed Name and Title of Person Signing Dan Miller, Chair, Board of Supervisors		
Address 950 Maidu Ave, Nevada City, CA 95959		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type) 6/9/16	
Printed Name and Title of Person Signing Yolanda Murillo, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

Exempt per: OOA Budget Act 2015

III. Exhibit A – Scope of Work, I. Introduction, B. Service Overview, is hereby amended to read as follows:

**Introduction**

**B. Service Overview**

CDPH utilizes HOPWA funds granted by the *U.S. Department of Housing and Urban Development (HUD)* to provide support for HIV/AIDS housing assistance and supportive services in local areas.

**This amendment identifies the Catalog of Federal Domestic Assistance (CFDA) Number, an administrative requirement for the implementation of the Housing Opportunities for People With AIDS program (HOPWA), ensuring that all funded contractors/subcontractors are informed of the corresponding number: CFDA Number 14.241. For more information on the CFDA number, please refer to [www.cfda.gov](http://www.cfda.gov).**

IV. Exhibit A – Scope of Work, Provision G - Data Collection and Reporting Requirements, Paragraph 1.c.1 Performance Goals, Year 3 is amended to read as follows:

c. The cumulative reports shall contain the following minimum data set:

1) Performance Goals

HOPWA Program Activity	Estimated Number of Households Assisted For each Fiscal Year (July 1 – June 30)		
	Year 1	Year 2	Year 3
STRMU	20	20	20
TBRA	0	0	0
Facility-Based Housing – Hotel/Motel	0	0	0
Facility-Based Housing - Transitional	0	0	0
Facility-Based Housing – Permanent	0	0	0
Housing Placement Assistance (e.g Security Deposits)	0	0	0
Housing Information Services	0	0	0
Supportive Services	0	0	0

V. Exhibit B - Budget Detail and Payment Provisions, Provision 4 (Amounts Payable) is amended to read as follows:

**4. Amounts Payable**

A. The amounts payable under this Agreement shall not exceed:

- 1) \$25,978 for the budget period of 07/01/2013 through 06/30/2014.
- 2) \$25,978 for the budget period of 07/01/2014 through 06/30/2015.
- 3) ~~\$25,978~~ **\$24,900** for the budget period of 07/01/2015 through 06/30/2016

VI. Exhibit B – Attachment III, Budget (Year 3) is hereby replaced in its entirety with Exhibit B, Attachment III, Budget (Year 3) A01.

“All references to Exhibit B, Attachment III, Budget (Year 3), in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment III, Budget (Year 3) A01.”


**Exhibit B - Attachment III**  
**Housing Opportunities for Persons with AIDS**  
**Budget (Year 3)**  
July 1, 2015 to June 30, 2016

	Original Budget	<u>Amendment 1</u>	<u>Total</u>
A. PERSONNEL	\$1,818	<u>(\$759)</u>	<u>\$1,059</u>
B. OPERATING EXPENSES	\$0	<u>\$10</u>	<u>\$10</u>
C. CAPITAL EXPENDITURES	\$0	<u>\$0</u>	<u>\$0</u>
D. OTHER COSTS	\$24,160	<u>(\$487)</u>	<u>\$23,673</u>
E. INDIRECT COSTS (Up to 15% of Personnel)	\$0	<u>\$159</u>	<u>\$159</u>
<b>TOTALS</b>	\$25,978	<u>(\$1,077)</u>	<u>\$24,900</u>

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Nevada		<i>Federal ID Number</i> 94-6000526
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dan Miller, Chair, Board of Supervisors		
<i>Date Executed</i> 5-24-2014	<i>Executed in the County of</i> Nevada	

**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 8103) (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 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.

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](http://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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **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.