**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

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| **Project Name:** |  |
| **Solicitation Number:** |  |

**CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT**

**(Government Code 19990)**

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee.

Each appointing power shall determine, subject to approval of the department, those activities which for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as a state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to all the following:

1. Using the prestige or influence of the state or the appointing authority for the officer’s or employee’s private gain or advantage or the private gain of another.
2. Using state time, facilities, equipment, or supplies for private gain or advantage.
3. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
4. Receiving or accepting money or any other consideration from anyone other than the state for performance of this or her duties as a state officer or employee.
5. Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.
6. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer’s or employee’s appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.
7. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.

If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if such provisons of a memorandum of understanding require the the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act. (Added by Stats. 1981, c230. Amend by Stats. 1986, c1344.)

I have read and understand Government Code 19990, and will comply with its provisions.

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for the . For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding/proposing, or associated with a bidder/proposer, on the Project.

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality agreement, all information concerning the planning, processes, development or procedures of the Project which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I must still keep all Project information confidential. I agree to follow any instructions provided by the Project relating to the confidentiality of Project information.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (including dismissal for State employees). I agree to advise Program Purchasing/Contract Analyst, at:      , immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this agreement.

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| Name of Organization: | California Department of Public health | | | | |
|  | | | |  |  |
| Signature | | | |  | Date |
|  | |  |  | | |
| Printed Name | |  | Title | | |
| (   ) | |  | (   ) | | |
| Telephone Number | |  | Fax Number | | |