

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.17
(ID # 21014)**

MEETING DATE:
Tuesday, January 31, 2023

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve Amendment No. 1 to Grant Agreement No. 18-10882 with the California Department of Public Health (CDPH) for the HIV Care Program (HCP) and Minority AIDS Initiative (MAI). All Districts [Total amended aggregate amount: \$6,831,381; up to \$683,138 in additional grant funding - 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No. 1 to Grant Agreement No 18-10882 with the California Department of Public Health (CDPH) for the HIV Care Program (HCP) and Minority AIDS Initiative (MAI)) to increase the total grant amount by \$779,688 for a total aggregate amount of \$6,831,381;
2. Authorize the Chair of the Board to sign Amendment No. 1, the Contractor Certification Clause, and the California Civil Rights Law Attachment on behalf of the County; and
3. Authorize the Director of Public Health, or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign all amendments that exercise the options of the grant agreement, including modifications of the statement of work, that stay within the intent of the agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate amount; and (c) sign all certifications, assurances, reports or other related documents required by CDPH.


ACTION:A-30, Policy


Kim Saruwatari, Director of Public Health 1/18/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 31, 2023
xc: RUHS-PH

Kimberly Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$389,844	\$389,844	\$779,688	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 22/23-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Public Health (RUHS-PH), HIV/AIDS Program has received Ryan White Part B funds for HIV Services from the California Department of Public Health (CDPH) since 1984 for HIV Medical, Support Care, and Minority AIDS Services. The goals of this amended grant agreement are to (1) minimize new HIV infections; (2) maximize access to appropriate care, treatment, and support for people with HIV; and (3) reduce HIV/AIDS related health disparities.

The amended grant agreement will provide funding for staff and supplies to support HIV Care Programs and Minority AIDS Initiative (MAI) services.

Impact on Residents and Businesses

Acceptance of this additional grant funding will allow RUHS-PH to continue providing crucial HIV/AIDS services for HIV Medical, Support Care, and Minority AIDS services.

SUPPLEMENTAL

Additional Fiscal Information

The total allocated grant funding for Riverside County was increased from \$6,051,693 to \$6,831,381, an increase of \$779,688. There is no impact to County General Funds. The following table outlines the amended annual allocations for the entire grant period of performance based on the grant amendment:

Fiscal Year	Annual Allocation Amount
19/20	\$1,454,431
20/21	\$1,454,431
21/22	\$1,454,431
22/23	\$1,234,044
23/24	\$1,234,044
Total Aggregate Grant Amount:	\$6,831,381

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Contract History and Price Reasonableness

On August 27, 2019, under Agenda Item number 3.23, the Board of Supervisors approved Grant Agreement No. 18-10882 with CDPH for HIV Medical Support Care and Minority AIDS Services in the amount of \$6,051,693 for the period of performance of April 1, 2019 through March 31, 2024. CDPH has since submitted Amendment No. 1 to the grant agreement for RUHS-PH to increase to the total grant award; there is no change to the period of performance.

ATTACHMENTS:

ATTACHMENT A: Amendment No. 1 to Grant Agreement No. 18-10882 with CDPH

ATTACHMENT B: Contractor Certification Clause (CCC)

ATTACHMENT C: California Civil Rights Laws Attachment


Douglas Cordonez Jr. 1/23/2023


Gregg Gu, Chief Deputy County Counsel 1/19/2023

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

CALIFORNIA Ryan White HIV/AIDS PROGRAM – Part B Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO
County of Riverside, hereinafter “Grantee”

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

AMENDED GRANT AGREEMENT NUMBER 18-10882, A1

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

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

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

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

AMENDED GRANT AMOUNT: this amendment is to increase the grant by \$779,688 and is amended to read: The maximum amount payable under this Grant shall not exceed ~~\$6,051,693~~ **\$6,831,381** (Six Million Eight Hundred Thirty One Thousand Three Hundred Eighty One Dollars).

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

- Exhibit A, A1 Letter of Intent
- Exhibit A1, A1 List of allocations
- Exhibit B, A1 Budget Detail and Payment Provisions

PROJECT REPRESENTATIVES.

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

California Department of Public Health	County of Riverside
Jessica Heskin, Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5819 Fax: (916) 449-5959 Email: jessica.heskin@cdph.ca.gov	Lea Morgan, Program HIV/STD Branch Chief P.O. Box 7600 Riverside, CA 92513-7600 Telephone: (951) 358-5307 5263 Fax: Email: leamorgan@ruhealth.org

Direct all inquiries to:

California Department of Public Health	County of Riverside
Patricia Bittle Jessica Snow, HIV Care Program Advisor 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5988 5819 Fax: (916) 449-5959 Email: patricia.bittle jessica.snow@cdph.ca.gov	Lea Morgan, Program HIV/STD Branch Chief P.O. Box 7600 Riverside, CA 92513-7600 Telephone: (951) 358-5307 5263 Fax: Email: leamorgan@ruhealth.org

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

Remittance Address
County of Riverside FISCAL ID: 0000008354 Cashier – Hilda Leyva Jennifer Stebens, Accountant II 3133 Mission Inn Avenue P.O. Box 7600 Riverside, CA 92507 92513-7600 Telephone: (951) 358-5487 (714) 834-7484 Fax: Email: hleyva@riveoeha jestebens@ruhealth.org

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

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

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

Executed By:

Date: _____

Chairman


Board of Supervisors
County of Riverside
P.O. Box 7600
Riverside, CA 92513-7600

Date: _____

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

Executed By:

Date: 1/31/23



KEVIN JEFFRIES Chairman
Board of Supervisors
County of Riverside
P.O. Box 7600
Riverside, CA 92513-7600

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

Date: _____

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

FORM APPROVED COUNTY COUNSEL
BY ESSE E. SAINZ
DATE 1-10-23



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

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



GAVIN NEWSOM
 Governor

Exhibit A, A1
 Letter of Intent

February 4, 2022

Jennifer Stebens & Lea Morgan
 Riverside County Department of Public Health
 P.O. Box 7600,
 Riverside, CA 92513-7600

Dear Jennifer and Lea,

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

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

These funds will be available to County of Riverside on a yearly basis from April 1, 2019 – March 31, 2024. The amount of funding allocated is on an annual basis through a non-competitive formula. Your maximum amount for the five-year grant period is \$6,831,381 for the purpose of serving persons living with HIV in the County of Riverside.

	Annual Amount for Years 1 to 3	Annual Amount for Years 4 to 5	Total Amount for Years 1 to 5
HIV Care Program	\$1,405,325	\$1,184,938	\$6,585,851
Minority AIDS Initiative	\$49,106	\$49,106	\$245,530
Emerging Communities	Not applicable	Not applicable	Not applicable
Housing Plus Project	Not applicable	Not applicable	Not applicable

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the



provisions, terms, or funding of this Agreement in any manner. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

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

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

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

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

Sincerely,

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

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

Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	\$1,366,541	\$1,366,541	\$1,366,541	\$1,366,541	\$1,366,541	\$6,832,707
Alameda	\$1,366,542	\$1,366,542	\$1,366,542	\$1,320,507	\$1,320,507	\$6,740,640
		\$140,269	\$140,269	\$140,269	\$140,269	\$733,472
Butte (Includes Glenn)	\$172,438	\$172,438	\$172,438	\$144,958	\$144,958	\$807,230
		\$611,187	\$480,375	\$480,375	\$480,375	\$2,632,688
Contra Costa		\$611,187	\$611,187	\$588,268	\$588,268	\$3,123,477
		\$135,165	\$135,165	\$135,165	\$135,165	\$701,061
Humboldt (Includes Del Norte)	\$160,401	\$160,401	\$160,401	\$187,948	\$187,948	\$857,099
		\$116,601	\$116,601	\$116,601	\$116,601	\$619,441
Imperial	\$153,036	\$153,036	\$153,036	\$141,596	\$141,596	\$742,300
	\$80,355	\$80,355	\$80,355	\$80,355	\$80,355	\$401,775
Inyo	\$50,885	\$56,917	\$56,917	\$80,355	\$80,355	\$164,719
		\$765,179	\$765,179	\$765,179	\$765,179	\$3,937,629
Kern	\$876,914	\$1,076,192	\$1,171,815	\$1,060,782	\$1,060,782	\$5,246,485
		\$66,226	\$66,226	\$66,226	\$66,226	\$350,637
Kings	\$85,732	\$85,732	\$85,732	\$65,423	\$65,423	\$388,042
		\$1,104,424	\$1,104,424	\$1,104,424	\$1,104,424	\$5,765,194
Long Beach	\$1,347,497	\$1,347,497	\$1,347,497	\$1,328,947	\$1,328,947	\$6,700,385
		\$8,501,444	\$8,501,444	\$8,501,444	\$8,501,444	\$39,005,776
Los Angeles	\$5,000,000	\$5,000,000	\$5,000,000	\$5,446,809	\$5,446,809	\$25,893,618
		\$77,958	\$77,958	\$77,958	\$77,958	\$410,626
Madera	\$98,794	\$98,794	\$98,794	\$93,399	\$93,399	\$483,180
		\$161,170	\$161,170	\$161,170	\$161,170	\$841,086
Marin	\$196,406	\$196,406	\$196,406	\$215,167	\$215,167	\$1,019,552
		\$95,393	\$95,393	\$95,393	\$95,393	\$506,381
Merced	\$124,811	\$124,811	\$124,811	\$111,632	\$111,632	\$597,697
			\$44,650	\$44,650	\$44,650	\$222,750
Mono	\$44,550	\$44,550	\$44,550	\$0	\$0	\$89,100
		\$270,701	\$270,701	\$270,701	\$270,701	\$1,425,804
Monterey (Includes San Benito)	\$342,999	\$342,999	\$342,999	\$311,421	\$311,421	\$1,651,839
		\$38,366	\$38,366	\$38,366	\$38,366	\$203,324
Nevada	\$49,862	\$49,862	\$49,862	\$47,570	\$47,570	\$244,726
		\$2,315,662	\$2,315,662	\$2,315,662	\$2,315,662	\$11,968,272
Orange	\$2,705,624	\$2,285,779	\$1,882,554	\$2,295,489	\$2,295,489	\$11,464,935
		\$181,513	\$181,513	\$181,513	\$181,513	\$959,744
Plumas (Includes Lassen, Modoc, Sierra, Siskiyou)	\$233,694	\$233,694	\$233,694	\$206,044	\$206,044	\$1,113,170
		\$1,149,316	\$1,149,316	\$1,149,316	\$1,149,316	\$6,051,693
Riverside	\$1,454,431	\$1,454,431	\$1,454,431	\$1,234,044	\$1,234,044	\$6,831,381
		\$986,066	\$986,066	\$986,066	\$986,066	\$5,206,543
Sacramento (includes El Dorado, Placer and Yolo)	\$1,262,278	\$1,262,278	\$1,262,278	\$1,318,415	\$1,318,415	\$6,423,664
	\$943,680			\$943,680	\$943,680	\$4,718,401
San Bernardino	\$1,033,680	\$943,680	\$943,680	\$905,254	\$905,254	\$4,731,548
			\$2,291,806	\$2,291,806	\$2,291,806	\$11,459,032
San Diego	\$2,291,806	\$2,291,806	\$2,291,806	\$2,297,977	\$2,297,977	\$11,471,372
		\$2,672,237	\$2,672,237	\$2,672,237	\$2,672,237	\$13,937,869
San Francisco	\$3,248,921	\$3,248,921	\$3,248,921	\$3,259,617	\$3,259,617	\$16,265,997
		\$464,049	\$464,049	\$464,049	\$464,049	\$2,408,933
San Joaquin	\$552,736	\$767,907	\$863,530	\$844,608	\$844,608	\$3,873,389
		\$302,549	\$302,549	\$302,549	\$302,549	\$1,594,678
San Mateo	\$384,482	\$384,482	\$384,482	\$367,992	\$367,992	\$1,889,430
		\$214,474	\$214,474	\$214,474	\$214,474	\$1,115,824
Santa Barbara	\$257,928	\$257,928	\$257,928	\$224,713	\$224,713	\$1,223,210
	\$1,105,107	\$883,493	\$883,493	\$883,493	\$883,493	\$4,639,080
Santa Clara	\$1,033,492	\$1,362,869	\$1,458,492	\$1,260,321	\$1,260,321	\$6,375,495
		\$114,195	\$114,195	\$114,195	\$114,195	\$601,598
Santa Cruz	\$144,818	\$144,818	\$144,818	\$224,624	\$224,624	\$883,702
			\$234,144	\$234,144	\$234,144	\$1,170,719
Solano	\$234,144	\$234,144	\$234,144	\$125,089	\$125,089	\$952,610
			\$186,573	\$186,573	\$186,573	\$932,865
Stanislaus	\$186,573	\$186,573	\$186,573	\$202,919	\$202,919	\$965,557
Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	\$245,689	\$245,689	\$245,689	\$245,689	\$245,689	\$1,228,447
Tulare	\$245,690	\$195,983	\$165,983	\$232,699	\$232,699	\$1,073,054
		\$286,072	\$286,072	\$286,072	\$286,072	\$1,706,640
Ventura	\$562,354	\$562,354	\$562,354	\$479,596	\$479,596	\$2,646,254
		\$119,904	\$119,904	\$119,904	\$119,904	\$634,110
Ampla Health (Colusa, Sutter, Yuba)	\$154,493	\$154,493	\$154,493	\$337,989	\$337,989	\$939,457
		\$159,995	\$159,995	\$159,995	\$159,995	\$849,419
Caring Choices (Shasta, Tehama, Trinity)	\$209,439	\$209,439	\$209,439	\$0	\$0	\$628,317
	\$713,514		\$668,065	\$0	\$0	\$1,995,096
Community Medical Center (Fresno)	\$713,514	\$713,514	\$713,514	\$674,454	\$674,454	\$3,489,450
	\$123,048	\$107,446	\$107,446	\$107,446	\$107,446	\$552,834
CCMC (Lake and Mendocino)	\$123,050	\$123,048	\$123,048	\$98,185	\$98,185	\$565,516
			\$44,195	\$44,195	\$44,195	\$220,977
John C. Fremont (Mariposa)	\$44,195	\$44,195	\$44,195	\$40,019	\$40,019	\$212,623
		\$65,247	\$65,247	\$65,247	\$65,247	\$344,137
Queen of the Valley (Napa)	\$83,148	\$83,148	\$83,148	\$82,009	\$82,009	\$413,462
		\$93,227	\$93,227	\$93,227	\$93,227	\$485,008
Access Support Network (San Luis Obispo)	\$122,100	\$122,100	\$122,100	\$117,835	\$117,835	\$601,970
		\$265,809	\$265,809	\$265,809	\$265,809	\$1,398,185
Santa Rosa CHC (Sonoma)	\$334,949	\$334,949	\$334,949	\$379,814	\$379,814	\$1,764,475
		\$104,013	\$104,013	\$104,013	\$104,013	\$549,505
Sierra Hope (Alpine, Amador, Calaveras, Inyo, Mono, Tuolumne)	\$133,451	\$133,451	\$178,001	\$183,999	\$183,999	\$812,901
	\$28,444,129	\$28,589,575	\$28,444,126	\$27,876,061	\$27,876,061	\$441,229,960
Total	\$28,546,424	\$28,623,348	\$28,476,992	\$28,458,132	\$28,258,132	\$142,363,028

Exhibit B, A1
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in the Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. ~~Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:~~

~~Invoice Desk
California Department of Public Health
CARE Program
MS 770
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899-7426~~

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

HCP_Invoices@cdph.ca.gov

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B, A1
 Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed ~~\$6,051,693~~ **\$6,831,381.**
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Invoices

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

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

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

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

6. Grant Closure

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

Exhibit B, A1
Budget Detail and Payment Provisions

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

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

6.7. Travel and Per Diem Reimbursement

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

Contractor Certification Clause


CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Riverside University Health System - Public Health	

By (Authorized Signature)



Printed Name and Title of Person Signing

KEVIN JEFFRIES
Chair, Board of Supervisors

Date Executed	Executed in the County of
1/31/23	Riverside

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance

ATTEST:

KIMBERLY A. RECTOR, Clerk

By



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JAN 31 2023 3:17 programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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.

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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


PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> Riv Univ Health System-Public Health		
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Chair, Board of Supervisors		
<i>Date Executed</i> 1/31/23	<i>Executed in the County and State of</i> Riverside California	

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY