

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



**ITEM: 3.88  
(ID # 22798)**

**MEETING DATE:**  
Tuesday, August 29, 2023

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Authorize Acceptance of Grant No. 23-10107 with California Department of Public Health (CDPH) for the Kids' Plates Program for the Period of Performance of September 1, 2023, through June 30, 2025; All Districts [Total Aggregate Amount: \$150,000 – 100% State] 4/5 Vote Required

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize acceptance of grant No. 23-10107 with California Department of Public Health (CDPH) for the Kids' Plates Program in the aggregate amount of \$150,000 for the period of performance of September 1, 2023, through June 30, 2025;
2. Authorize the Chair of the Board to sign the Contractor Certification Clause document on behalf of the County;
3. Approve and direct the Auditor-Controller to make the budget adjustment as detailed on the attached Schedule A; and
4. 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 any agreements or amendments that exercise the options of the grant, including modifications of the statement of work that stay within the intent of the grant; and b) sign any reports, certifications, or other related documents as required by CDPH to effectuate the grant agreement.

**ACTION:4/5 Vote Required, A-30, Policy**

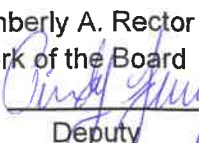
  
Kim Saruwatari, Director of Public Health 8/22/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: August 29, 2023  
xc: RUHS-PH

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$75,000	\$75,000	\$150,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% State</b>			<b>Budget Adjustment: Yes</b>	
			<b>For Fiscal Year: 23/24 – 24/25</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System – Public Health (RUHS-PH) Injury Prevention Services branch (IPS) has been awarded funding by the California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB) to collaborate with community organizations, elementary schools, Medical Therapy Units and local law enforcement agencies to provide bilingual, educational, and interactive activities to parents and children about the proper use of car seats, booster seats, and seat belts.

**Impact on Residents and Businesses**

The funding will allow RUHS-PH to provide vehicle occupant protection safety education and access to child restraints in an effort to reduce injuries and death caused by motor vehicle crashes.

**Additional Fiscal Information**

This is a new funding opportunity through CDPH and the total aggregate amount awarded to RUHS-PH is \$150,000, which requires a budget adjustment for FY 23/24, as detailed in Schedule A. There is no impact to County General Funds. RUHS-PH intends to distribute the funding based on the table below, but also requests approval to roll over any unspent funds from one fiscal year to the next, if approved by the grantor.

**County Fiscal Year**

<b>Year</b>	<b>Amount</b>
FY23/24	\$75,000
FY24/25	\$75,000
<b>Total</b>	<b>\$150,000</b>

**ATTACHMENTS:**

**ATTACHMENT A.** Award Letter from CDPH

**ATTACHMENT B.** Contractor Certification Clause

**ATTACHMENT C.** Schedule A

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

*Heydee Koury*

Heydee Koury, Sr Accountant - Auditor

8/23/2023

*Douglas Cardonez Jr*

Douglas Cardonez Jr.

8/23/2023



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

May 9, 2023

Julisa Alvizo-Silva  
County of Riverside-Department of Public Health  
PO Box 7849  
Riverside, CA 92513

**RE: Kids' Plates Program Request For Application #23-10107 for Childhood Unintentional Injury Prevention**

Dear Ms. Julisa Alvizo-Silva,

The California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB) would like to thank you for submitting your application for the Kids' Plates Childhood Unintentional Injury Prevention funding opportunity. We received a total of fifteen applications, of which seven will be funded. We are pleased to inform you that your agency **has been selected** as a *final* award recipient. Your funding amount will be \$150,000 for the 22-month period of September 1, 2023, through June 30, 2025, and work cannot commence until a fully executed grant is in place with CDPH. Please keep in mind that all grant awards are contingent on the annual allocation of local assistance funding that CDPH receives from the Kids' Plates program.

In the coming weeks, CDPH/IVPB staff will be contacting your agency to schedule a grant negotiation call, in which we will discuss any needed changes to the Work Plan, Budget, or other minor changes. Once these negotiations are completed, the grant will be submitted for final processing.

We are **very excited about this opportunity** to expand our partnership with you and build on current efforts that impact childhood unintentional injury prevention. Should you have questions, please contact Kate Bernacki at [kate.bernacki@cdph.ca.gov](mailto:kate.bernacki@cdph.ca.gov).

Sincerely,

Stacy Alamo Mixson, MPH  
Chief, Injury and Violence Prevention Branch  
California Department of Public Health

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CDPH Injury and Violence Prevention Branch  
MS 7214 • P.O. Box 997377 • Sacramento, CA 95899-7214  
(916) 552-9800 • (916) 552-9821 FAX  
Internet Address: [www.cdph.ca.gov](http://www.cdph.ca.gov)




# Contractor Certification Clauses

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.

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By  DEPUTY

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Riverside	95-6000930
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
KEVIN JEFFRIES CHAIR, BOARD OF SUPERVISORS	
Date Executed	Executed in the County of
8/29/23	Riverside

FORM APPROVED COUNTY COUNSEL  
BY:  TAMMY VALIEU  
10/25/23  
DATE

## 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,

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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](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 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.



**SCHEDULE A**  
**RUHS - Public Health**  
**Budget Adjustment**  
**Fiscal Year 2023/2024**

**INCREASE IN  
APPROPRIATIONS:**

10000	-	4200100000	-	510040	Regular Salaries	\$	33,706
10000	-	4200100000	-	518100	Budgeted Benefits	\$	23,284
10000	-	4200100000	-	526700	Rent-Lease Bldgs	\$	1,500
10000	-	4200100000	-	520230	Cellular Phone	\$	1,000
10000	-	4200100000	-	523700	Office Supplies	\$	120
10000	-	4200100000	-	527720	Safety-Security Supplies	\$	15,390
<b>TOTAL INCREASE IN APPROPRIATIONS:</b>						<b>\$</b>	<b>75,000</b>

**INCREASE IN ESTIMATED REVENUE:**

10000	-	4200100000	-	751680	CA-State Grant Revenue	\$	75,000
<b>TOTAL INCREASE IN ESTIMATED REVENUES:</b>						<b>\$</b>	<b>75,000</b>