

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



**ITEM: 3.61  
(ID # 25369)**

**MEETING DATE:**

Tuesday, August 27, 2024

**FROM :** RUHS-PUBLIC HEALTH

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Authorize Acceptance of Funding from the California Department of Public Health (CDPH), Occupational Health Branch (OHB) via a Personal Services Contract for Local Efforts Related to the Implementation of the Extreme Heat Action Plan for the Period of Performance of September 1, 2024, through June 30, 2025. All Districts [Total aggregate amount \$97,639; up to \$19,528 in additional funding – 100% State]

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

1. Authorize the Acceptance of Funding from the California Department of Public Health (CDPH), Occupational Health Branch (OHB) via a Personal Services Contract for Local Efforts Related to the Implementation of the Extreme Heat Action Plan for the total aggregate amount of \$97,639 for the period of performance of September 1, 2024, through June 30, 2025;
2. Authorize the Chair of the Board to sign the Contractor Certification Clause (CCC 042017) on behalf of the County; and
3. Authorize the Director of Public Health, or designee, based on the availability of fiscal funding and approved as to form by County Counsel, to: (a) sign all certifications, assurances, or reports to implement the Personal Services Contract including, but not limited to, signing the Personal Services Contract when it becomes available; (b) sign subsequent amendments to the Personal Services Contract, including modifications to the statement of work, that stay within the intent of the agreement; and (c) sign subsequent amendments to the contract that do not exceed the sum total of twenty percent (20%) of the total aggregate contract amount.

**ACTION:A-30, Consent, Policy**


  
Kim Saruwatari, Director of Public Health 8/26/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: August 27, 2024  
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>	\$97,639	\$0	\$97,639	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% State</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 24/25</b>	

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

**BACKGROUND:**

**Summary**

The mission of the Riverside University Health System – Public Health (RUHS-PH) Epidemiology and Program Evaluation Branch is to convert health data into action. The Data Unit analyzes data, prepares reports and presentations, and uses statistics and geospatial analysis to guide program and policy development. Through integrity and transparency, analysts will collaborate with community partners to ensure the availability of accurate and comprehensive health data, working together to identify, evaluate, and report on disease trends and risk factors to empower residents to make the best decisions about their health. The contract is aimed to address occupational heat risk by using RUHS-PH heat surveillance architecture to enhance data collection activities and better characterize occupational heat related exposures with leveraging health outcome data collected by Emergency Departments and Vital Records operations in Riverside County.

Through increased collaboration with partners at the local and State level, RUHS-PH analysts will build and cultivate a robust Occupational Heat-Related Illness Surveillance initiative (Pilot Project) to provide accurate, timely, and actionable information to effectively implement optimal policies, prevention strategies and interventions to reduce and prevent occupational heat related illness and death in Riverside County.

RUHS-PH currently maintains a heat related illness dashboard comprised on a network of 17 local emergency departments enrolled through the Centers for Disease Control and Prevention (CDC) National Syndromic Surveillance Program (NSSP), as well as deaths attributed to environmental heat exposure that are extracted from the California Integrated Vital Records System (IVRS). The current dashboard displays demographic and geographic information summarizing heat related illness from these two surveillance sources (ED visits and Deaths). The contract will expand the identification and analysis of heat related illness to include occupational heat exposures.

**Impact on Residents and Businesses**

Heat related illness and death are steadily increasing in Riverside County and is projected to increase in upcoming years. Heat related illness poses an elevated risk to socioeconomically vulnerable communities in Riverside County’s heavily populated Coachella Valley region. This area also serves as an international tourist destination, creating an additional high-risk pool of

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

visitors unacclimated to the effects of high environmental heat. The projections of increasing temperatures have elevated the need for improved tracking of the effects of heat related illness on Riverside County residents, workers, and visitors.

**Additional Fiscal Information**

This is a new funding source and does not require any county matching funds. There is no impact to County General Funds. The total aggregate amount awarded to RUHS-PH is \$97,639.

**Contract History and Price Reasonableness**

The California Department of Public Health, Occupational Health Branch (CDPH/OHB) was allocated funding in the Governor's climate and opportunity agenda, to advance implementation of the Extreme Heat Action Plan, consistent with Chapter 258, Statutes of 2021 (Senate Bill 155). This contract builds on extreme heat adaptation and resiliency programs funded through the 2021-22 Climate Budget and numerous proposals in the Governor's Budget proposal, all of which advance the areas of near-term focus outlined in the Administration's Extreme Heat Action Plan. This contract implements the CDPH/OHB's charge to review existing data to identify and prioritize worker groups at highest risk of extreme heat effects. The contract terms will outline the following deliverables: quarterly progress reports, third quarter monthly syndromic surveillance reports, and a final report. The contract is not renewable and is a one-time contract.

RUHS-PH will perform the following activities on behalf of the CDPH/OHB:

1. Enhance existing Emergency Department syndromic surveillance methodology to identify cases of occupational heat-related illness (OHRI) across Riverside County's network of participating hospitals.
2. Generate timely reports of OHRI Emergency Department (ED) visits.
3. Enhance existing mortality surveillance methodology to identify deaths from OHRI in Riverside County.
4. Generate timely reports of deaths due to OHRI.

**ATTACHMENTS:**

**ATTACHMENT A.** Letter of Intent to Award from CDPH

**ATTACHMENT B.** Contractor Certification Clause

  
Douglas Cordonez Jr.

  
8/19/2024

  
Gregg Gu, Chief Deputy County Counsel

8/7/2024



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

June 5, 2024

Ms. Mary Menchaca  
County of Riverside  
4065 County Circle Dr.  
Riverside, CA 92503

NOTICE OF INTENT TO ENTER PERSONAL SERVICES CONTRACT

Dear Ms. Menchaca:

This letter is to notify the Riverside County local officials of the California Department of Public Health, Occupational Health Branch's intent to enter into a personal services contract with the Riverside University Health System – Public Health. The personal services contract period is estimated to begin on **09/01/2024** and conclude on **6/30/2025**. The amount payable under this agreement shall not exceed **\$97,639.38**.

For questions or inquiries about this agreement, please call Joyce Vea at (279) 667-0465.

Sincerely,

Kristin Cummings  
Branch Chief  
Occupational Health Branch

# 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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Riverside University Health System - Public Health	95-6000930

By (Authorized Signature)



Printed Name and Title of Person Signing

Chuck Washington, Chair, Board of Supervisors

Date Executed	Executed in the County of
8/27/2024	Riverside

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By   
DEPUTY

## 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 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 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.

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By: Esen Sainz  
Esen Sainz  
Deputy County Counsel