

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



**ITEM: 3.43  
(ID # 29130)**

**MEETING DATE:**

Tuesday, December 09, 2025

**FROM :** RUHS-PUBLIC HEALTH

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve the Grant Agreement Number 25-10679 with the California Department of Public Health (CDPH) for the Implementation of the California Drowning Data Collection Project for the Period of Performance of September 1, 2025 through June 30, 2026. All Districts [Total aggregate amount \$22,400 – 100% State]

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

1. Ratify and approve the Grant Agreement Number 25-10679 with the California Department of Public Health for the implementation of the California Drowning Data Collection Project (“Project”) for a total aggregate amount of \$22,400 for the period of performance of September 1, 2025, through June 30, 2026 (“Grant Agreement”); and
2. Authorize the Chair of the Board of Supervisors to sign the Grant Agreement, the Contractor Certification Clauses, and the California Civil Right Law 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 Grant Agreement,(b) sign subsequent amendments to the Grant Agreement, including modifications to the statement of work, that stay within the intent of the Project; and (c) sign subsequent amendments to the Grant Agreement that do not exceed the sum total of twenty percent (20%) of the total aggregate amount.

Continued on Page 2

**ACTION:A-30, Policy**

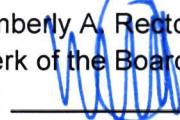
  
Kim Saruwatari, Director of Public Health 11/12/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: December 9, 2025  
xc: RUHS-PH

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

4. Authorize the Director of Public Health, or designee, along with the Program Chief of Public Health Fiscal, and the Program Chief of Public Health's Injury Prevention Branch to be charged with the responsibility of administering and implementing the CDPH California Drowning Data Collection Project (CDDCP), including:
  - a. Accept funding opportunities annually through September 30, 2030; and
  - b. Sign and execute CDPH CDDCP Agreements, as approved as to form by County Counsel, as a result of receiving additional funds in amounts not to exceed 130% of the current 25-10679 Grant Agreement; and
  - c. Sign CDPH CDDCP amendments thereto, as approved as to form by County Counsel, that (a) make modifications to the scope of work that stay within the intent of the CDPH CDDCP agreement and (b) make changes to the compensation provisions that do not exceed 10% of the total allocation of the agreement.

<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>	\$22,400	\$0	\$22,400	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% State			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26	

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

**BACKGROUND:**

**Summary**

The Riverside University of Health System - Public Health (RUHS-PH), Injury Prevention Services (IPS) has received funding from the California Department of Public Health (CDPH) to expand the drowning incident data collection and analysis procedures at RUHS-PH. IPS will work to collect de-identified data on both fatal and non-fatal drownings that occur throughout Riverside County. The findings will help inform statewide drowning prevention policies and contribute to legislative reports on program progress and recommendations.

**Impact on Residents and Businesses**

Implementing a countywide drowning incident collection system will create significant benefits for both residents and businesses. By systematically tracking and analyzing drowning and near-drowning events, the county will have accurate, timely data to identify high-risk locations, populations, and contributing factors. This information will allow public health and safety partners to implement targeted prevention programs, ultimately reducing injuries and fatalities.

For residents, the system increases safety and peace of mind by ensuring that resources and interventions such as swimming lessons, public education campaigns, lifeguard deployment, or environmental changes are directed where they are most needed. Families and communities benefit from fewer tragedies, stronger water safety awareness, and an improved quality of life.

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

For businesses, particularly those in tourism, hospitality, and recreation, the system strengthens the county's reputation as a safe destination. Reducing drowning incidents lessens liability, emergency response costs, and insurance claims, while supporting a healthier, safer workforce. Over time, this investment promotes economic stability by protecting residents and visitors alike, encouraging participation in aquatic activities, and fostering trust in community infrastructure.

**Additional Fiscal Information**

This grant agreement does not require any county matching funds. It provides new funding in the amount of \$22,400 to support RUHS-PH Injury Prevention in implementing the drowning incident data collection system. The total award from CDPH for this project is \$22,400, to be distributed in FY25/26.

**Contract History**

This is new funding from the California Department of Public Health to support RUHS-PH Injury Prevention in implementing the drowning incident data collection system.

**ATTACHMENTS:**

**ATTACHMENT A.** California Department of Public Health - Grant Agreement No. 25-10678

**ATTACHMENT B.** Contractor Certification Clauses

**ATTACHMENT C.** California Civil Rights Law

  
Douglas Cordonez Jr. 12/11/2025

  
Gregg Gu, Chief of Deputy County Counsel 11/13/2025

California Drowning Data Collection

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”  
TO  
County of Riverside – DBA: Riverside University Health System – Public Health,  
hereinafter “Grantee”

Implementing the “California Drowning Data Collection,” hereinafter “Project”

GRANT AGREEMENT NUMBER 25-10679

The Department awards 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 (HSC), Section 131350 – 131355.

**PURPOSE:** The CDPH shall provide a grant to and for the benefit of the Grantee; The purpose of this agreement is to support expanded drowning incident data collection and analysis as part of California's Drowning Prevention Pilot Program. This grantee will work to gather detailed data on both fatal and non-fatal drownings. They will support the development and testing of standardized reporting tools and protocols to improve the consistency and quality of drowning data statewide. The grantee will also analyze existing local and state data to identify trends, risk factors, and gaps in current prevention efforts. Their findings will help inform statewide drowning prevention policies and contribute to legislative reports on program progress and recommendations.

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$22,400.00

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on 09/01/2025 or upon approval of this grant and terminates on 06/30/2026. No funds may be requested or invoiced for services performed or costs incurred after 06/30/2026.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Riverside – DBA: Riverside University Health System – Public Health
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WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

Name: Rose Poulson	Name: Yadira Romo
Address: 1616 Capitol Ave	Address: 4065 County Circle Drive, 4th Floor, Ste. 403
City, ZIP: Sacramento, 95814	City, ZIP: Riverside, 92503
Phone: 530-305-5845	Phone: 951-358-5996
E-mail: rose.poulson@cdph.ca.gov	E-mail: YRomo@ruhealth.org

Direct all inquiries to the following representatives:

<b>California Department of Public Health, Injury and Violence Prevention Branch</b>	<b>Grantee:</b> County of Riverside – DBA: Riverside University Health System – Public Health
Attention: Rose Poulson	Attention: Yadira Romo
Address: 1616 Capitol Ave	Address: 4065 County Circle Drive, 4th Floor, Ste. 403
City, Zip: Sacramento 95814	City, Zip: Riverside, 92503
Phone: 530-305-5845	Phone: 951-358-5996
E-mail: rose.poulson@cdph.ca.gov	E-mail: YRomo@ruhealth.org

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

Remittance Address
<b>Grantee:</b> County of Riverside – DBA: Riverside University Health System – Public Health
Attention "Cashier": Yadira Romo
Address: 4065 County Circle Drive, 4th Floor, Ste. 403
City, Zip: Riverside, 92503
Phone: 951-358-5996
E-mail: YRomo@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 this agreement but must be maintained as supporting documentation. 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 and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

**STANDARD GRANT PROVISIONS.** The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A LETTER OF AWARD

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1 Grantee's Application, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease to the funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D LETTER OF FUNDING OPPORTUNITY

Exhibit E ADDITIONAL PROVISIONS

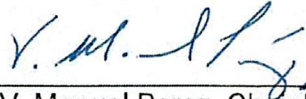
**GRANTEE REPRESENTATIONS:** The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

**GRANT EXECUTION.** Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

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

Executed By:

Date: DEC 09 2025



V. Manuel Perez, Chair Board of Supervisors  
County of Riverside – DBA: Riverside University  
Health System – Public Health |  
4065 County Circle Drive, 4th Floor, Ste.  
403 Riverside, 92503

Date: 1/29/2026



Vanessa Manson, 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

ATTEST:

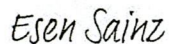
Kimberly Rector

Clerk of the Board

By:  \_\_\_\_\_

Deputy

APPROVED AS TO FORM: Minh C.  
Tran  
County Counsel



By: \_\_\_\_\_  
Esen Sainz  
Deputy County Counsel



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



GAVIN NEWSOM  
Governor

Erica Pan, MD, MPH, FIDSA, FAAP  
Director and State Public Health Officer

Exhibit A  
Letter of Award

August 26, 2025

County of Riverside - DBA: Riverside University Health System - Public Health  
4065 County Circle Drive, 4th Floor, Ste. 403  
Riverside, CA 92503

Dear Grantee,

LETTER OF AWARD

The California Department of Public Health (CDPH), Injury and Violence Prevention Branch (IVPB), is pleased to announce the intent to award funds to the County of Riverside - DBA: Riverside University Healthy System - Public Health for participation in the Childhood Drowning Data Collection Pilot Program.

In accordance with its mission to protect the health of all Californians and enacted by Senate Bill (SB) 855, Ch. 817, Statutes of 2022, funds were awarded to CDPH to establish a Childhood Drowning Data Collection Pilot Program focused on development of data collection, reporting methods, and data-driven prevention activities for fatal and non-fatal childhood drownings. As a part of SB 855, CDPH will work with partners in 5-10 California counties to collect detailed and relevant data on fatal and non-fatal drownings.

CDPH invited your organization and others to participate in the Pilot Program. Participation will involve an introductory meeting with the CDPH team and participation in key informant interview(s) about your jurisdiction's current drowning-related data collection systems and needs. Also included will be asset mapping to identify what is available and what is needed to have a robust drowning prevention surveillance system in place in your jurisdiction. You will receive support from the CDPH team on data analysis and dissemination and your jurisdiction will be included in two legislative reports for SB 855.

CDPH Injury and Violence Prevention Branch  
MS 7214 • P.O. Box 997377 • Sacramento, CA 95899-7377  
(916) 552-9800 • (916) 552-9810 FAX  
Internet Address: [www.cdph.ca.gov](http://www.cdph.ca.gov)

Confidential - Low



County of Riverside - DBA: Riverside University Health System - Public Health  
Page 2  
August 26, 2025

Exhibit A  
Letter of Award

These funds will be available to the County of Riverside - DBA: Riverside University Health System - Public Health from upon contract approval – June 30, 2026 for a one-year award. The amount of funding allocated is a one-year award through a non-competitive formula. Your maximum amount for this one-year grant period is \$22,400.00 to provide expanded drowning incident data collection and analysis.

CDPH reserves the right to extend or shorten the term and increase or decrease the funding amount of the resulting agreement via an amendment as necessary to complete or continue the services. Grant agreement extensions are subject to satisfactory performance and funding availability. This grant will reimburse expenses incurred in arrears only.


The funds shall be used to provide allowable services stated in Attachment II: Grant Activities.

All Grantees shall adhere to the services provided in Attachment II – Grant Activities and any subsequent revisions along with all instructions, policy memorandums, or directives issued by CDPH/IVPB. CDPH/IVPB will make any change and/or additions to these guidelines in writing and whenever possible, notification of such changes shall be made 30 days prior to implementation.

Please note that no funds are secured until the contract is fully executed.

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

Sincerely,



Jeffery Rosenhall, M.A.  
Manager, Injury Prevention Program Section  
Injury and Violence Prevention Branch

Exhibit A  
Grant Activities

The Childhood Drowning Data Pilot Program was enacted by Senate Bill (SB) 855, Ch. 817, Statutes of 2022, and is focused on development of data collection, reporting methods, and data-driven prevention activities for fatal and non-fatal childhood drownings. The purpose of the Pilot Program, is to develop an approach for a statewide drowning surveillance system that includes consistent, systematic reporting and analysis of data that can be used to identify risk and protective factors for drowning incidents (including specific groups, communities, and sites, as well as modifiable factors such as pool barriers and swim lessons) and inform recommendations for effective local and state drowning prevention interventions and policies

All organizations that receive funding are responsible for the following activities. All grantees shall complete activity A. Grantees may also participate in activity B.

*Based on the guidance above, please indicate which of the objectives and activities your local jurisdiction will implement by placing an "X" in the appropriate check box below:*

- A. Data Collection**  
Grantees shall collect drowning data for all fatal drowning incidents. Grantees shall submit drowning death case reports (investigative, autopsy, and toxicology) to the team at CDPH for entry into the deidentified database.
- B. Facilltate Participation in Pilot Program**  
Grantees may use Pilot Program funds to implement other activities intended to facilitate participation in the Pilot Program (e.g., update data collection systems that are electronic or paper-based, fund staff time for participation in the training and/or to conduct data collection and submission, printing of training materials).

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, 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 total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted either electronically or in hard copy not more frequently than quarterly in arrears to:

Rose Poulson  
California Department of Public Health  
California Drowning Data Collection Program  
MS 7214  
1616 Capitol Avenue  
Sacramento, CA 95814  
Rose.Poulson@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 Exhibit A 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.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

**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.

**Exhibit B**  
Budget Detail and Payment Provisions

**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.

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) 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.
- 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.

**5. Travel and Per Diem Reimbursement**

No travel shall be permitted under this agreement.

## EXHIBIT C

### STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
  - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
  - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
  - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
  - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

**17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**18. VENUE: (This provision does not apply to Local Governmental Entities)**

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

**19. STATE-FUNDED RESEARCH GRANTS:**

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
  - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
  - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
  - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.



## Drowning Prevention Pilot Program

The California Department of Public Health (CDPH) Injury and Violence Prevention Branch (IVPB) is implementing the Drowning Prevention Pilot Program (Pilot Program). This three-year Pilot Program, which will run from January 2024 through December 2026, is intended to test ways to move towards having a comprehensive, coordinated, and data-driven approach to drowning prevention in California. The Pilot Program will involve the following activities:

- 1) Working with partners in 5-10 California counties to collect detailed and relevant data on fatal and non-fatal drownings.
- 2) Convening an advisory group with expertise in drowning prevention. The California Water Safety Coalition (CWSC) Data Workgroup will serve as the foundation of this advisory group, although the Pilot Program will also draw from broader Coalition members and other stakeholders, as needed, to provide guidance.
- 3) Developing standard drowning data reporting protocols and electronic forms that could be used statewide to provide comprehensive data on fatal and non-fatal drownings.
- 4) Developing and submitting two reports to the Legislature on the progress of the Pilot Program. The first report shall be due by January 1, 2026, and will include recommendations for improving pool safety. The final report is due by January 1, 2027, and shall include a California Water Safety Action Plan for Children that provides recommendations for an ongoing drowning data surveillance system, and evidence-based drowning prevention policies and best practices.

### Pilot Program Primary Goal

Develop an approach for a statewide drowning surveillance system that includes consistent, systematic reporting and analysis of data that can be used to identify risk and protective factors for drowning incidents (including specific groups, communities, and sites that may be at risk, as well as modifiable factors such as pool barriers and swim lessons that may help prevent drownings) and inform recommendations for effective local and state drowning prevention interventions and policies.

### Pilot Program Funding and Partners

The foundation for this Pilot Program was enacted by Senate Bill (SB) 855, Ch. 817, Statutes of 2022, and is focused on development of data collection, reporting methods, and data-driven prevention activities for fatal and non-fatal childhood drownings. In addition, CDPH is receiving support from the CDC Foundation, through their philanthropic partners, to expand the Pilot Program to include data on fatal and non-fatal drownings among adults in California. As such, data collection will include drownings across the lifespan. The National Center for Fatality Review and Prevention (NCFRP) is currently running a national pilot program to develop a standardized drowning death scene investigation form for enhanced drowning

data collection and has offered to share relevant resources to counties participating in California's Pilot Program. As such, NCFRP is able to provide technical assistance to pilot counties who will collect and submit data through their local Child Death Review Teams (CDRTs).

### Pilot Program Kick-Off Workshop

A Pilot Program "kick off" workshop was held at the 2024 California Water Safety Summit on April 17, 2024. The workshop provided interested partners and stakeholders with the opportunity to learn more about the Pilot Program, including how to get involved (e.g., as a pilot county, as part of the advisory group).

### Data Workplan

In addition to collecting enhanced drowning incident data, the Pilot Program will analyze existing data to begin informing policy recommendations and bolstering surveillance efforts. Through participation in the CWSC Data Workgroup, IVPB has developed a workplan for analyzing existing drowning incident data. It includes (1) analyzing existing California drowning case CDRT data, (2) analyzing existing data from county systems in Orange, Riverside, and San Bernardino Counties that utilize reports from first responders (e.g., fire, EMS) to identify drowning incidents, (3) using existing state vital statistics death, hospital discharge, and emergency department visit data to produce annual reports on the burden of drowning in the state, and (4) analyzing existing data sources to evaluate the effectiveness of prior policies and interventions in California (e.g., the 2017 Pool Safety Law, SB 442).

### County Participation

CDPH will invite partners in 5-10 counties to participate in the Pilot Program. Participation will involve:

- An introductory meeting with the CDPH team and participation in key informant interview(s) about your jurisdiction's current drowning-related data collection systems and needs.
- Asset mapping to identify what is available and what is needed to have a robust drowning prevention surveillance system in place in your jurisdiction.
- Support from the CDPH team on data analysis and dissemination.
- Inclusion in two legislative reports for SB 855.

Please reach out to [DrowningPrevention@cdph.ca.gov](mailto:DrowningPrevention@cdph.ca.gov) for more information about the Drowning Prevention Pilot Program.

Exhibit E  
Additional Provisions

**1. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
  - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E  
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
  - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.
- 2. Avoidance of Conflicts of Interest by Grantee**
- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
  - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E  
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

**3. Dispute Resolution Process**

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E  
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

# 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.

APPROVED AS TO  
FORM:  
Minh C. Tran  
County Counsel  
By *Esen Sainz*

Esen Sainz  
Deputy County  
Counsel

Contractor/Bidder Firm Name (Printed)	Federal ID Number
	95-6000930

By (Authorized Signature)  
*V. M. Perez*

Printed Name and Title of Person Signing

V. MANUEL PEREZ

CHAIR, BOARD OF SUPERVISORS

Date Executed	Executed in the County of
12/09/25	Riverside

## 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,

DEC 09 2025

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By *Kimberly A. Redford*  
DEPUTY  
ATTEST:  
KIMBERLY A. REDFORD, Clerk

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.

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.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
		95-6000930
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
V. MANUEL PEREZ		CHAIR, BOARD OF SUPERVISORS
Executed in the County of	Executed in the State of	
Riverside	CA	
Date Executed		
12/09/25		

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
DEPUTY

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel  
By: \_\_\_\_\_  
Esen Sainz  
Deputy County Counsel

DEC 09 2025

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