

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



ITEM: 3.59  
(ID # 30422)

**MEETING DATE:**  
Tuesday, June 23, 2026

**FROM :** RUHS-PUBLIC HEALTH

**SUBJECT:** RUHS-PUBLIC HEALTH: Approve Grant Agreement No. 26-10162 with the California Department of Public Health (CDPH), Occupational Health Branch (OHB) for Occupational Heat-Related Illness Surveillance Services for the Period of July 1, 2026, through June 30, 2027. All Districts [Total aggregate amount \$149,000; up to \$29,800.00 in additional compensation - 100% State]

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

1. Approve Grant Agreement No. 26-10162 with the California Department of Public Health (CDPH), Occupational Health Branch (OHB), for Occupational Heat-Related Illness Surveillance Services for the period of July 1, 2026 through June 30, 2027 in the amount of \$149,000 ("Grant Agreement"); and
2. Authorize the Director of Public Health, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) to sign the Grant Agreement, Contractor Certification Clause, and the Civil Rights Law Attachment on behalf of the County and (b) sign all reports, certifications, forms, and subsequent amendments to the Grant Agreement that exercise the options of the agreement, including modifications of the statement of work that stay within the intent of the Grant Agreement; and (c) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate award amount.

**ACTION:A-30, Policy**


  
Kim Saruwatari, Director of Public Health 6/11/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, 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: June 23, 2026  
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>	\$0	\$149,000	\$149,000	\$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: 26/27</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 at addressing occupational heat risk by using the RUHS-PH heat surveillance architecture to enhance data collection and better characterize occupational heat-related exposures, 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 that includes a network of 17 local emergency departments enrolled in the Centers for Disease Control and Prevention (CDC) National Syndromic Surveillance Program (NSSP), as well as deaths attributed to environmental heat exposure 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.

The California Department of Public Health (CDPH) has advised RUHS-PH not to sign the grant agreement until it receives the County Board Resolution approving the grant funding. Upon receipt of the approved Board Resolution, CDPH will process the Grant Agreement for signatures. Therefore, RUHS-PH requests that the Board authorize the Director of Public Health to sign the Grant Agreement, when received on behalf of the County.

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

**Impact on Residents and Businesses**

Heat-related illness and death are steadily increasing in Riverside County and are projected to increase in the 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 visitors unaccustomed to the effects of high environmental heat. Projections of increasing temperatures have heightened the need for improved tracking of the effects of heat-related illness on Riverside County residents, workers, and visitors.

**Additional Fiscal Information**

This Grant Agreement does not require any County matching funds. There is no impact to County general funds. The total amount of funding is \$149,000.

**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, all of which advance the near-term focus areas 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 the 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 non-renewable and is a one-time agreement.

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.** Grant Agreement No. 26-10162 with California Department of Public Health

**Attachment B.** Contractor Certification Clause

**Attachment C.** Civil Rights Law Attachment

  
Douglas Cordonez Jr.

  
6/17/2026

  
Greg Gu, Chief of Deputy County Counsel 6/17/2026

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 26-10162	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health, hereinafter referred to as "State"

CONTRACTOR NAME

County of Riverside DBA Riverside University Health System - Public Health

2. The term of this Agreement is:

START DATE

07/01/2026, or upon CDPH approval, whichever is later

THROUGH END DATE

06/30/2027

3. The maximum amount of this Agreement is:

\$149,000.00 - One hundred and forty-nine thousand dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B*	Budget Details, Attachment I	1
Exhibit C*	General Terms and Conditions	GTC 02/2025
Exhibit D	Special Terms and Conditions	9
Exhibit E	Additional Provisions	3

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside DBA Riverside University Health System - Public Health

CONTRACTOR BUSINESS ADDRESS

4065 County Circle Dr.

CITY

Riverside

STATE

CA

ZIP

95203

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By: Esen Sainz

Esen Sainz  
Deputy County Counsel

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

JUN 23 2026 3.59

SCO ID: 4265-2610162

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 26-10162	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

850 Marina Bay Parkway, P-3

CITY

Richmond

STATE

CA

ZIP

94804

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 10351, CD #5

**Exhibit A**  
Scope of Work

**1. Service Overview**

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

Riverside University Health System - Public Health (RUHS-Public Health), as part of the County of Riverside, serves a diverse and unique population. Riverside County, CA includes a collection of ethnically and culturally diverse communities with over 2.5 million residents (U.S. Census, 2020). Heat related illness and death are a significant burden on the population that is projected to increase from the effects of climate change. Heat related illness poses an elevated risk to socioeconomically and medically vulnerable communities in Riverside County's Coachella Valley region. This area also serves as an international tourist destination, creating an additional high-risk pool of visitors unacclimated to the effects of high environmental heat. Furthermore, Riverside County boasts substantial construction, warehouse services, and agricultural industries, all of which necessitate a sizable workforce subjected to intense heat and labor conditions that may worsen the impact of temperature on health outcomes.

This project will support local efforts to address occupational heat risk by using existing RUHS-Public Health heat surveillance architecture to enhance data collection activities, improving the county's ability to characterize the burden of occupational heat related exposures using data from Emergency Departments, County Vital Records, the 911 Emergency Response system, and potentially the County Coroner.

**2. Service Location**

The services shall be performed at the Contractor's place of business and/or facilities available to Contractor in California as well as other locations within the state such as, but not limited to, other locations within the state where events, trainings, meetings, and conferences will be held.

**3. Service Hours**

The services shall be provided during Normal Contractor working hours 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, excluding state official holidays.

**4. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>California Department of Public Health</b> Joyce Veal-Daley Telephone: (279) 667-0465 Fax: E-mail: Joyce.Veal@cdph.ca.gov	<b>County of Riverside DBA Riverside University of Health System – Public Health</b> Wendy Hetherington Telephone: (951) 358-5557 Fax: E-mail: whetherington@ruhealth.org
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B. Direct all inquiries to:

<b>California Department of Public Health</b> Occupational Health Branch Attention: Joyce Vea-Daley 850 Marina Bay Parkway, Building P, 3 <sup>rd</sup> floor Richmond, CA, 94804  Telephone: (279) 667-0465 Fax: E-mail: Joyce.Vea@cdph.ca.gov	<b>County of Riverside DBA Riverside University Health System – Public Health</b> Epidemiology and Evaluation Unit Attention: Wendy Hetherington 4065 County Circle Dr. Riverside, CA, 92503  Telephone: (951) 358-5557 Fax: E-mail: whetherington@ruhealth.org
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

<b>Remittance Address</b>  Contractor: County of Riverside, Riverside University Health System – Public Health  Attention: Wendy Hetherington P.O. Box 7849  Riverside, 95213-7849  951-358-5557  whetherington@ruhealth.org
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D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**5. Progress Reports or Meetings**

- A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by CDPH to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this agreement, Contractor shall submit a comprehensive final report.

**6. Services to be Performed**

Contractor shall perform the following services:

RUHS-Public Health will perform the following activities to provide the Occupational Health Branch (OHB) in the California Department of Public Health (CDPH) with aggregate data summaries and reports:

- A. Refine previously developed Occupational Heat Related Illness (OHRI) queries to improve local capacity to characterize high-risk worker populations and job industry specific risks using Emergency Department data across Riverside County’s network of participating hospitals.

Outcome: Aggregate data report based on updated R-based query syntax customized to identify OHRI incidents by industry and specific occupations.

Methods: Evaluate previously developed OHRI specific R-scripts and adapt to include additional occupational exposure-related key words for identifying and categorizing injuries by industry and profession.

- B. Generate quarterly aggregate reports of OHRI Emergency Department (ED) visits.

Outcome: Standardized report of OHRI ED visits.

Methods: Data will be collected through ESSENCE and extracted using R Studio Desktop syntax to create a dataset for consumption by Power BI. A PDF generated from a Power BI report will be customized for CDPH requirements, likely to include total OHRI counts and subtotals by industry and risk groups.

- C. Develop a query to identify OHRI events and characterize high-risk worker populations and job industry specific risks using 911 Emergency Response data.

Outcome: Aggregate data report based on customized FirstWatch query designed to identify 911 calls for heat related illness due to occupational exposure.

Methods: Collaborate with FirstWatch staff to develop query language that searches 911 electronic patient care records (ePCRs) for OHRI, leveraging lessons learned from the development of ED queries and validate the accuracy of the results.

- D. Generate quarterly reports of aggregate OHRI 911 call data.

Outcome: Standardized report of OHRI 911 calls.

Methods: Data will be collected through ESSENCE and extracted using R Studio Desktop syntax to create a dataset for processing in Power BI. A PDF file generated from a Power BI report will be customized for CDPH requirements likely to include total OHRI counts and subtotals by industry and risk groups.

- E. Investigate the potential to enhance OHRI mortality surveillance by using coroner reports or other data collected from the County Coroner.

Outcome: Report on feasibility and scope of collaboration with coroner around heat-related deaths.

Methods: Collaborate with County Coroner staff to explore the feasibility of reviewing coroner reports or other data sources to identify potential OHRI related deaths.

- F. Use County Coroner data, if obtained, to produce summary reports of heat-related deaths.

Outcome: Standardized report of aggregate OHRI death data from investigations by the County Coroner.

Methods: Collaborate with County Coroner staff to collect, review, and summarize coroner reports or other data sources to identify potential OHRI related deaths.

- G. Refine previously developed OHRI query summarizing deaths by job industry.

Outcome: Report describing updated R-based query syntax customized to identify OHRI deaths by industry and specific professions.

Methods: Evaluate previously developed OHRI specific R-scripts and adapt to include additional occupational exposure-related key words for identifying and categorizing deaths by industry and profession using death certificates.

- H. Generate quarterly reports of deaths due to OHRI by job industry.

Outcome: Standardized report of aggregate data on OHRI deaths.

Methods: Data will be collected through the California Integrated Vital Records System (Cal-IVRS) and extracted using R Studio Desktop syntax to create a dataset for consumption by Power BI as appropriate. A PDF file generated from a Power BI report, or a more abbreviated summary will be provided depending on the number of deaths.

- I. Evaluate the relationship between ambient temperatures and OHRI outcomes.

Outcome: Summarized results from statistical and/or qualitative analysis of health outcomes and temperature data.

Methods: ED, 911, and death certificate data will be matched with temperature data over time to model and quantify the relationship between local health outcomes and unit change in daily average maximum temperatures collected from airport sensors available from the National Weather Service via CDC-NSSP-ESSENCE.

Exhibit A1 – Deliverables  
Schedule of Deliverables

<b>Deliverable</b>	<b>Description</b>	<b>Due Date</b>
Quarterly progress reports	Brief report describing progress to date, describing and justifying deviations from timeline or deliverables, and summarizing remaining work to be completed and projected changes to timeline.	Quarterly (every 3 months after contract start date)
Quarterly syndromic surveillance reports	Summary reports of occupational heat-related illness (OHRI) case counts, industry, risk group, and key demographic information submitted to OHB as written reports or snapshots of interactive data dashboard as described in SOW.	Quarterly (every 3 months after contract start date)
Final report	Final project report which may include, among other topics: <ul style="list-style-type: none"> <li>• Methodology</li> <li>• Surveillance data reporting results (summary of reports, snapshots of data tool, etc.)</li> <li>• Strengths and limitations of occupational HRI surveillance data</li> <li>• Lessons learned</li> <li>• Recommendations for best practices guidance in development by OHB</li> </ul>	12 months after contract start date



Data Analyst / Epidemiologist / Instructor

17530 Cedarwood Dr., Riverside, CA 92503 | 951-840-5513 | [kevinmeconis@gmail.com](mailto:kevinmeconis@gmail.com)

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## **SKILLS & ATTRIBUTES**

Project Management | Program Design & Evaluation | Grant & Scientific Writing | Research Curriculum Development & Instruction | R | SPSS | Snowflake | ArcGIS | PowerPoint | Excel | PowerBI

## **EDUCATION**

- 1996-2000 Bachelor of Science (BS) – Biopsychology  
*University of Michigan | Ann Arbor, Michigan*
- 2000-2002 Master of Public Health (MPH) – Epidemiology  
*University of Michigan | Ann Arbor, Michigan*

## **EXPERIENCE**

- 2023-present **Adjunct Professor**  
*California Baptist University (CBU) | Riverside, California*
- Developed curriculum and provided classroom instruction on Public Health Emergency Preparedness and Response to an undergraduate class in the Department of Public Health Sciences.
- 2023-present **Adjunct Professor**  
*Claremont Graduate University (CGU) | Claremont, California*
- Developed curriculum and provided online instruction on Applications of GIS Mapping for Public Health to graduate students in the School of Community and Global Health.
- 2022-present **Senior Epidemiologist**  
*Riverside University Health System – Public Health | Riverside, California*
- Lead multidisciplinary team of analysts to enhance and modernize health surveillance systems using LEAN process improvement principles.
  - Provide public health policy leaders with actionable information from large datasets by creating reports, presentations, and dashboards using PowerBI, R, and ArcGIS.
  - Coordinate disease surveillance and investigation teams to respond to emerging health concerns, clusters, and outbreaks.
- 2005-2021 **Epidemiologist / Accreditation Coordinator**  
*Riverside County Department of Public Health | Riverside, California*
- Coordinate the agency's successful application for accreditation by assembling an internal team to develop and demonstrate compliance with national standards of practice.
  - Write response plans, prepare reports, identify and expand access to novel health data sources, perform complex analyses using SPSS and ArcGIS.
  - Use data to support internal/external stakeholders address health issues such as heart disease, diabetes, drowning, overdoses, traffic injuries, infectious diseases, and all-hazard ICS-based emergency response.

2012-2013

**Public Health Specialist***Hagerty Consulting | Long Beach, California*

- Work with diverse team of public health specialists to design, conduct, and support a full-scale outbreak exercise in coordination with the local health department client to enhance their response capabilities.

2002-2005

**Epidemiologist***Merced County Department of Public Health | Merced, California*

- Collect, analyze, and report epidemiological data for Merced County.
- Serve as agency representative for interagency and community health-related advisory committees, present public health data to community groups, and build relationships with medical providers.
- Assist in the development and revision of bioterrorism, pandemic influenza and reportable disease response protocols.
- Develop and disseminate educational materials, press releases, and monthly and quarterly publications.
- Respond to communicable disease emergencies on a 24/7 on-call basis.

2001-2002

**Epidemiology Intern***Michigan Department of Community Health | Detroit, Michigan*

- Develop and submit research protocols to Institutional Review Board (IRB).
- Design, administer, transcribe, and summarize interviews with Detroit Public School officials about student health and asthma management.
- Developed an Epi-Info database, cleaned and entered all data, and began SAS analysis.

2000-2002

**Graduate Student Research Assistant / Interview Coordinator***Early Childhood Asthma Project | Ann Arbor, Michigan*

- Conduct telephone interviews.
- Edit, code, and enter survey data.
- Maintain files and compile monthly summary reports.
- Train and coordinate a team of part-time interviewers and data collectors.
- Assist in project development, logistics, and design.

1999-2000

**Research Assistant***Center for Human Growth and Development | Ann Arbor, Michigan*

- Create and edit Microsoft Excel tables for an Anthropometric Reference Manual.
- Proofread and edit manuscripts for several articles and books concerning human nutrition and evolution.
- Conduct literature searches and compile research for reference purposes.

1998-Summer

**Health Communications Intern***Priority Health | Grand Rapids, Michigan*

- Develop patient/physician information brochure on proper antibiotic usage.
- Secure promotional materials for a community business exposition.

**LECTURES/PRESENTATIONS**

- 2018 RUHS-PH. Process Management: A Four Step Approach to Improving Processes.
- 2016 American Diabetes Association (ADA). Community Leadership Board. Community Health Improvement Planning at the Local Level.
- 2015 American Public Health Association (APHA). Annual Conference. Using Incident Command System to Plan Community Health Assessment Forums.
- 2012 Esri Regional User Conference. Childhood Obesity: Using Public School Fitness Testing Data to Evaluate Local Trends.
- 2012 California Conference for Local Health Data Management (CCLHDM). Life Expectancy at the Zip Code Level. Annual Conference.
- 2011 American Public Health Association (APHA). Annual Conference. Using School Fitness Testing Data and Geographic Information Systems to Characterize Childhood Obesity by Zip Code.
- 2010 University of California, Riverside. Battling Childhood Obesity in the Inland Empire.
- 2008 American Public Health Association. Annual Conference. Using CX3 and Geographic Information Systems to Evaluate Resource Inequity and Health Disparities in Two Neighboring Communities.
- 2007 Health Assessment Resource Center (HARC). Obesity in Our Backyard: Complex Causality.
- 2006 CalGIS: The Value of GIS. Annual Conference. Utilizing GIS and Traffic Collision Data to Characterize Safe Routes to School.
- 2006 Management of Tuberculosis in the 21st Century. Annual Conference. Tuberculosis – Global Disease, Local Impact.
- 2006 La Sierra University. Health and the Consumer. Public Health in Riverside County.
- 2005 University of California, Riverside. Accessing CHIS (California Health Interview Survey) Data – Workshop for Researchers. Using CHIS at the Local Level.
- 2005 Golden Valley Health Centers. Annual Medical Staff Meeting. Current Issues in Infection Control.
- 2004 California State University, Stanislaus, Community Health Nursing. Introduction to Epidemiology.
- 2003 Association of Professionals in Infection Control and Epidemiology (APIC), San Joaquin Valley Chapter 19. Annual Conference. Emerging Diseases, Quarantine and Isolation Issues in Infection Control.

**Education**

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**University of California, Riverside****Ph.D. in Entomology**, December 2017

Dissertation: Biological control of Asian citrus psyllid in southern California by resident predators

GPA: 3.97

**University of California, Berkeley****B.A. Integrative Biology**, December 2002**Experience**

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2023-present

*Epidemiologist***Riverside County Public Health**

Epidemiology and Program Evaluation

Perform analysis and reporting of public health data. Use data from vital records, syndromic surveillance, hospital records, surveys, and public data sources to inform county-level decision makers and assist in guiding program and policy development. Work with community partners to support locally-led programming and empower health efforts.

**Selected projects:**

Heat-related illness (HRI): HRI surveillance and dashboard; Occupational HRI enhanced surveillance development  
Alzheimer's disease and dementia: 2025 Healthy Brain Initiative Road Map Strategist, 2024 data brief

2020-2022

*Vector Ecologist***San Gabriel Valley Mosquito & Vector Control District**

Promoted public health through methodological design, collection, and analysis of data related to surveillance of arthropod disease vectors and vector-borne pathogens. Monitored trends, identified risks to public health, recommended control measures. Designed and conducted studies of vector ecology and treatment efficacy. Performed advanced data exploration, analysis, and statistical modeling using R. Created and maintained system of automated report generation.

2018-2020

*Postdoctoral Scholar***University of California, Riverside**

Department of Entomology

Led studies of habitat use and larvicidal treatment of potential disease-vectoring mosquitoes. Conducted lab, field, and greenhouse experiments to investigate novel treatments for *Aedes* spp. infestation of bromeliads. Evaluated products for phytosafety and residual activity. Tracked larval infestation of bromeliads throughout 2018 in collaboration with public agencies. Analyzed ecological factors of mosquito infestation of bromeliads. Hired and managed technical staff.

2010 – 2017

*Graduate Student Researcher***University of California, Riverside**

Department of Entomology

Designed and optimized qPCR assay to detect DNA of plant disease vector *Diaphorina citri* in predatory arthropod guts. Identified predators of target vector through field surveys, DNA barcoding, morphological ID, and laboratory assays. Collaborated with state and federal agency workers. Presented outreach talks and reports to communicate research to growers and public. Hired, managed, and mentored laboratory employees and students.

2007- 2010

*Research Technician and Laboratory Manager***University of California, Berkeley**

Dept. of Env't. Sci., Policy, and Management

Conducted laboratory and field research on pest and beneficial arthropods, including pesticide assays, parasitoid development and establishment, and field population monitoring in several agricultural systems. Created database of pesticide non-target effects and hazards. Managed technicians, equipment, lab maintenance, safety, and purchasing.

**Selected Software Skills**

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*Platforms:* **Microsoft** Excel, PowerPoint, Word, Power BI (Power Query M/DAX), Endnote, Zotero. **R/RStudio**, including Tidyverse, base R, R Shiny, statistical packages, R Projects, and R Markdown. **Databases/systems:** HCAI, Cal-IVRS, ESSENCE, GenBank, Barcode of Life (BOLD), LeadingEdge MapVision, Vectorsurv. **DNA alignment:** BioEdit and Sequencher.

*Capabilities:* Biostatistical analysis including statistical testing, linear models, data visualization and summary statistics; dashboards, interactive graphics, and automated reports via Power BI (using Power Query M and DAX) and R Quarto. Database queries; large dataset cleaning, quality control, and analysis.

**Exhibit B**

Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit B, Cost Sheet specified in Attachment I of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted in electronic format not more frequently than monthly in arrears to:

Joyce Vea-Daley  
California Department of Public Health  
Occupational Health Branch  
850 Marina Bay Parkway, Building P, 3<sup>rd</sup> floor  
Richmond, CA 95804

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

- D. Invoice shall:
  - 1) Invoices must be submitted to CDPH either electronically or in hard copies.
  - 2) Identify the billing and/or performance period covered by the invoice.
  - 3) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- E. Amounts Payable  
The amounts payable under this agreement shall not exceed: \$149,000.00

**F. Rates Payable**

Contractor will be reimbursed for services satisfactorily performed based on the following rate schedule:

<b>Position Title</b>	<b>Rate* – Year 1</b>
Epidemiologist	\$56.74/hr.
Sr Epidemiologist	\$59.85/hr.
Program Coordinator II	\$45.50/hr.

**Exhibit B**

Budget Detail and Payment Provisions

**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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform 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 Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

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

**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 agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release (Exhibit F)".

**5. Expense Allowability / Fiscal Documentation**

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

**6. Recovery of Overpayments**

**Exhibit B**

Budget Detail and Payment Provisions

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
  - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for re-payment.
  - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**7. Progress Payment Withholds**

- A. In accordance with the PCC Section 12112, the state shall withhold, from the total amount or from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the States Project Representative/Contract Manager determining that the Contractor has satisfactorily completed all of the required services related to the services within the scope of work.
- B. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.
- C. Ten percent (10%) may be withheld by CDPH from each invoice submitted for reimbursement, under the following conditions:
  - 1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.

**Exhibit B**

Budget Detail and Payment Provisions

- 2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
- 3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

D. Release of Amounts Withheld

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to CDPH; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of CDPH.

E. Payment Requests Excluded from the 10 Percent (10%) Withhold

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

**8. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

<b>Exhibit B</b> <b>Budget Cost Details</b> <b>Attachment I</b> <b>FY 26/27</b>								
								Agreement # 26-10162
Personnel		Hourly Rate	Annual Salary	Budgeted Months	Full Time Equivalent (FTE)	Total Salary	Total Benefits	Grand Total
Epidemiologist	Aviva Goldmann	\$ 56.74	\$ 118,024.19	12	0.25	29,506.05	17,016.14	\$ 46,522.19
Sr Epidemiologist	Kevin Meconis	\$ 59.85	\$ 124,492.16	12	0.10	12,449.22	7,179.46	\$ 19,628.68
Program Coordinator II	Luis Castillo	\$ 45.50	\$ 94,640.00	12	0.25	23,660.00	13,644.72	\$ 37,304.72
<b>TOTAL PERSONNEL</b>						\$ 65,615.26	\$ 37,840.32	\$ 103,455.59
<b>Supplies</b>								
Office Supplies								\$ 2,334.96
<b>Subcontractor</b>								
County of Riverside, Riverside County Sheriff's Office (Coroner's Bureau)								\$ 7,000.00
<b>TOTAL OPERATING</b>								\$ 9,334.96
<b>Total Direct Costs</b>								\$ 112,790.55
<b>Total Indirect Costs - 35% of Total Personnel</b>								36,209.46
<b>TOTAL BUDGET</b>								\$ 149,000.00
<p><b>Total Salary</b> = (Annual Salary /12 Months) x Budgeted Months x FTE</p> <p><b>Total Benefit</b> = Total Salary x Benefit Rate (0.5767)</p> <p><b>Total Personnel</b> = Total Salary + Total Benefits</p> <p><b>Total Budget</b> = Total Personnel + Office Supplies + Subcontractor + Total Direct Costs + Total Indirect Costs</p>								

The County of Riverside, Riverside County Sheriff's Office (Coroner's Bureau), as subcontractor, will perform the following services as outlined in Exhibit A4F:

F. Use Coroner's Bureau data, if obtained, to produce summary reports of heat-related deaths.

Outcome: Standardized report of aggregate OHRI death data from investigations by the County Coroner.

Methods: Collaborate with the Coroner's Bureau staff to collect, review, and summarize coroner reports or other data sources to identify potential OHRI related deaths.

The subcontract with the Coroner's Bureau meets the competitive bid exemption per the SCM Vol. 1,5.80B.2.d.

"d. Contracts where the state is unable to compete and select a different contractor because a contractor has already been selected by a federal, state, city, county, or other regulatory entity to perform a service in a specific geographical area...;"

# General Terms and Conditions (GTC 02/2025)

## EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, 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 the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor 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 performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
21. GENERATIVE AI DISCLOSURE OBLIGATIONS:
- a. The following terms are in addition to the defined terms and shall apply to the Contract:
    - 1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
  - b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
  - c. Notification shall be provided to the State designee identified in this Contract.
  - d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
  - e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
  - f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

**Exhibit D**  
**Special Terms and Conditions**

(Applicable to consultant and personal service contracts)

[Rev 02-2025]

The provisions herein apply to this Agreement unless the provisions are removed by reference, or superseded by an alternate provision appearing in Exhibit E of this Agreement.

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1. Cancellation
2. Intellectual Property Rights
3. Confidentiality of Information
4. Dispute Resolution Process
5. Excise Taxes
6. Force Majeure
7. Executive Order N-6-22 - Economic Sanctions

**Exhibit D**  
**Special Terms and Conditions**

**1. Cancellation**

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement cancellation or termination shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of cancellation or termination, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor 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 agreement.

**2. Intellectual Property Rights**

**A. Ownership**

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

**Exhibit D**  
**Special Terms and Conditions**

- 3) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- 4) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH’s Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH’s Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party’s license agreement.
- 5) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH’s exclusive rights in the Intellectual Property, and in assuring CDPH’s sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- 6) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH’s Intellectual Property rights and interests.

**B. Retained Rights / License Rights**

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute,

## **Exhibit D Special Terms and Conditions**

and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

### **C. Copyright**

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

### **D. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

**Exhibit D**  
**Special Terms and Conditions**

**E. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

**F. Warranties**

1) Contractor represents and warrants that:

- a. It is free to enter into and fully perform this Agreement.
- b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- d. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**Exhibit D**  
**Special Terms and Conditions**

- h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- 2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**G. Intellectual Property Indemnity**

- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor

**Exhibit D**  
**Special Terms and Conditions**

acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**H. Federal Funding**

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**I. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

**3. Confidentiality of Information**

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- F. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential

## **Exhibit D Special Terms and Conditions**

information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

### **4. Dispute Resolution Process**

A Contractor 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 Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor 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 Contractor'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 Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- B. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor'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 Contractor 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 Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- D. 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 Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

### **5. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state

**Exhibit D**  
**Special Terms and Conditions**

**6. Force Majeure**

Neither the Contractor nor the State shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by “Force Majeure.” As used in this paragraph, “Force Majeure” is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

**7. 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.

**Exhibit E**  
Additional Provisions

**1. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**2. Performance Evaluation**

A. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:

- 1) Whether the contracted work or services were completed as specified in the agreement, and reasons for and amount of any cost overruns.
- 2) Whether the contracted work or services met the quality standards specified in the agreement.
- 3) Whether the Contractor fulfilled all requirements of the agreement.
- 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.

B. The evaluation of the Contractor shall not be a public record (PCC 10370).

**3. Prohibited Follow-on Contracts**

- A. No person, firm, or subsidiary awarded a consulting services agreement is prohibited from submitting a bid or be awarded an agreement for services or goods suggested, in the end product of the awarded consulting services agreement
- B. Paragraph A does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which totals no more than ten 10% percent of the total monetary value of the consulting services agreement.
- C. Paragraphs A and B do not apply to services agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.(Contract with Private architects, engineering, land surveying and contraction project management firms).

**4. Subcontract Requirements**

- A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies,

**Exhibit E**  
Additional Provisions

equipment, or services. The Contractor shall obtain at least three complete quotations which should be submitted or adequate justification provided for the absence of bidding.

- B. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- 1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- C. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- D. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- E. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- F. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- G. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- H. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

**Exhibit E**  
Additional Provisions

**5. Documents, Publications and Written Reports**

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**6. Procurement Rules**

Contractor shall not use State funds allocated under this Agreement to purchase equipment. As used in this paragraph, "equipment" means an article of nonexpendable, tangible property, including furniture, having a useful life of at least one (1) year and a unit cost of five thousand dollars (\$5,000) or more.

**7. Prohibited Use of State Funds for Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

# 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
County of Riverside	95-600930

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	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,

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

JUN 23 2026 3.59

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
County of Riverside DBA Riverside University Health System - Public Health	95-600930

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
Riverside	CA

Date Executed

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