



Kings County Board of Supervisors

Kings County Government Center
1400 W. Lacey Boulevard ❖ Hanford, California 93230
☎ (559) 852-2362 FAX (559) 585-8047

In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.

Agenda July 16 & 17, 2018

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman:	Richard Valle	(District 2)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Joe Neves	(District 1)		Colleen Carlson, County Counsel
Board Members:	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

Please turn off cell phones and pagers, as a courtesy to those in attendance.

Special Meeting

Monday, July 16, 2018

- I 9:00 AM** CALL TO ORDER
ROLL CALL – Clerk of the Board
PLEDGE OF ALLEGIANCE
- II 9:00 AM** Unscheduled Appearances
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- ADJOURN AS THE BOARD OF SUPERVISORS**
- III 9:05 AM** CONVENE AS THE BOARD OF EQUALIZATION
A. Meet to equalize assessments of property on the roll for 2018/2019.
B. Consider accepting a withdrawal on Application for Changed Assessment No. 17-018 filed by SNR The Remington Owner, LLC.
- ADJOURN AS THE BOARD OF EQUALIZATION**
- RECONVENE AS THE BOARD OF SUPERVISORS**
- IV** ADJOURNMENT
The next regularly scheduled meeting is scheduled for Tuesday, July 17, 2018, at 9:00 a.m.

Regular Meeting

Tuesday, July 17, 2018

- I 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Joanne Hawkins – Kings County Grand Jury
PLEDGE OF ALLEGIANCE
- II 9:00 AM UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III 9:05 AM CONSENT CALENDAR**
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.
- A. Approval of the Minutes: July 10, 2018**
- B. Agriculture Department:**
Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Glassy-Winged Sharpshooter Program.
- C. Health Department:**
1. Consider authorizing the Chairman to sign the data use and disclosure Agreement with the California Department of Public Health and authorizing the Health Officer to sign the Cross-Jurisdictional Data Sharing Policy.
 2. Consider authorizing the Chairman to sign the Fiscal Year 2018-2019 Maternal Child and Adolescent Health Agreement Funding Application.
- D. Public Works Department:**
1. Consider authorizing the Chairman to sign a Notice of Completion for Preferred Power Incorporated for the Sheriff's Office Flat Top Mountain electrical improvements project.
 2. Consider authorizing the Director of Public Works to sign the Factory Protection Plan End User Agreement for the continued maintenance of the cogeneration micro turbines.
- E. Sheriff's Office:**
1. Consider authorizing out of state travel for Fingerprint Technician Connie Flores to attend the 32nd Annual Automated Fingerprint Identification System Internet Conference in Reston, Virginia on August 25-30, 2018.
 2. Consider authorizing the Sheriff's Office to allow the Detentions Deputy Association to purchase Shari Henderson's service handgun as a retirement gift, approving the purchase of a Glock model 22, .40 caliber handgun as a replacement and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
- F. Veterans Service Office:**
Consider authorizing the Chairman to sign the Certificate of Compliance for the County Subvention Program and the Certificate of Compliance for the Medi-Cal Cost Avoidance Program with the California Department of Veteran's Affairs.

IV **REGULAR AGENDA ITEMS**

9:10 AM A. Waste Management Company – Bob Henry
 Quarterly report of facility activities.

9:15 AM B. Assessor/Clerk-Recorder/Registrar of Voters – Kristi Lee
 Consider authorizing the closure of the Assessor, Clerk-Recorder and Elections Offices on July 25, 2018 from 3:00 p.m. and 5:00 p.m. for an active shooter training.

9:20 AM C. Job Training Office – Lance Lippincott

1. Consider authorizing the Chairman to sign the Workforce Innovation and Opportunity Act Fiscal Year 2018-2020 Master Subgrant Agreement and authorizing the Director of Economic and Workforce Development to enter into the Agreements as necessary to carry out this subgrant.
2. Consider allocating 1.0 Full-Time Equivalency Compliance and Standards Officer in the Job Training Office’s Budget 594100 and deleting 2.0 Full Time Equivalency vacant Employment Technician I/II positions as an offset.

V 9:25 AM D. Board Member Announcements or Reports

On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

- ◆ Board Correspondence
- ◆ Upcoming Events
- ◆ Information on Future Agenda Items

VI 9:30 AM E. CLOSED SESSION

- ◆ **Personnel Matter: Public Employment: Director of Finance:** [Govt. Code Section 54957]
- ◆ **Personnel Matter: Public Employment: Assistant County Administrative Officer:** [Govt. Code Section 54957]

VII 11:00 AM F. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

July 24	9:00 AM	Regular Meeting
July 24	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
July 24	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
July 31	9:00 AM	Regular Meeting
July 31	11:00 AM	California Public Finance Authority Regular Meeting
August 7	9:00 AM	Regular Meeting
August 14	9:00 AM	Regular Meeting
August 14	11:00 AM	California Public Finance Authority Regular Meeting
August 20	9:00 AM	Budget Hearings
August 21	9:00 AM	Regular Meeting
August 28	9:00 AM	Regular Meeting
August 28	11:00 AM	California Public Finance Authority Regular Meeting
August 28	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
August 28	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.



COUNTY OF KINGS BOARD OF EQUALIZATION

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 16, 2018

SUBMITTED BY: Assessor – Kristi Lee
SUBJECT: ASSESSMENT ROLL REVIEW

SUMMARY:

Overview:

Revenue and Taxation Code Section 1604(a)(2) requires the Board of Equalization to meet on the third Monday in July for the purpose of equalizing the assessment roll.

Recommendation:

Accept the assessment roll as submitted.

Fiscal Impact:

None

BACKGROUND:

The Assessor will present an overview of the assessed values for the County, the incorporated Cities and areas within Kings County. Since the implementation of Proposition 13 in the 1970s, the Board no longer equalizes the roll in total, so this time is utilized to report to the Board on the status of the roll.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

COUNTY OF KINGS BOARD OF EQUALIZATION

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors



AGENDA ITEM

July 16, 2018

SUBMITTED BY: BOARD OF EQUALIZATION

SUBJECT: Application for Changed Assessment

RECOMMENDED ACTION: **Accept the withdrawal on the Application for Changed Assessment No. 17-018 filed by SNR 27 The Remington Owner, LLC.**

DISCUSSION:

The County Assessor recommended acceptance of the withdrawal as presented by the applicant.

BOARD ACTION

I hereby certify that the above order was passed
and adopted on _____, 2018.
Catherine Venturella, Clerk to the Board of Supervisors

By: _____

Cc: Assessor
County Counsel
Applicant



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Action Summary July 10, 2018

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman:	Richard Valle	(District 2)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Joe Neves	(District 1)		Colleen Carlson, County Counsel
Board Members:	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

Please turn off cell phones and pagers, as a courtesy to those in attendance.

I B1

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Tim Howard – Koinonia Church

PLEDGE OF ALLEGIANCE

**MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON,
CRAIG PEDERSEN**

MEMBERS ABSENT: RICHARD FAGUNDES

II B2

UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.

Jim Henderson, Public Works Building Maintenance Superintendent, introduced Jaime Solis who just promoted to Public Works Facilities Manager.

III B3

CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

A. Approval of the Minutes: June 26, 2018

B. Agriculture Department:

1. Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Nursery Inspection Program. [Agmt 18-063]
2. Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Organic Inspection Program. [Agmt 18-064]

C. Health Department:

Consider making two re-appointments to the Kings County Ambulance Commission.

CONSENT CALENDAR CONTINUED

D. Administration:

Consider authorizing the Chairman to sign the first amendment to the Assembly Bill 900 construction project Agreement with the Board of State and Community Corrections.

[Agmt 08-025.1]

ACTION: CONSENT CALENDAR APPROVED AS PRESENTED (DV, JN, CP, RV-Aye, RF- Absent)

IV

REGULAR AGENDA ITEMS

B4 A. Health Department – Ed Hill/Scott Waite

1. Information regarding actions taken by the First 5 Kings County Children and Families Commission at its June 5, 2018 meeting.

INFORMATION ONLY - NOA

2. Consider authorizing the closure of the Health Department on July 19, 2018 from 8:00 a.m. to 12:00 p.m. for an all-staff meeting.

ACTION: APPROVED AS PRESENTED (DV, JN, CP, RV- AYE, RF- ABSENT)

B5 B. Assessor/Clerk-Recorder/Elections – Kristi Lee

Consider accepting the report and Statement of Votes Cast at the Consolidated Primary Elections held on June 5, 2018 in the County of Kings.

ACTION: APPROVED AS PRESENTED (DV, CP, JN, RV- AYE, RF- ABSENT)

B6 C. District Attorney’s Office – Keith Fagundes/Robert Waggle

Consider authorizing the District Attorney to accept the Child Advocacy Center Program Grant funding and utilizing asset forfeiture funding for the grant match and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

ACTION: APPROVED AS PRESENTED (DV, CP, JN, RV- AYE, RF- ABSENT)

V B7 D. Board Member Announcements or Reports

On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

None

- ◆ Board Correspondence: **Rebecca Campbell stated that the Board received a letter from the State Water Resources Control Board regarding 2000 acre foot water transfer from the Foresthill Public Utility District to the Kern County Water Agency and the Dudley Ridge Water District and a notice from the State Board of Equalization for the 2018 Taxpayers Bill of Rights Hearing on August 21, 2018 at 11:00 a.m. in Sacramento.**
- ◆ Upcoming Events: **Rebecca Campbell stated that the Kings County Wellness Bridge will hold an informational seminar on July 10, 2018 from 10:00 a.m. to 12:00 p.m. at the Hanford Police Department and United Health Centers will be opening a new facility in Lemoore on August 8, 2018 at 10:00 a.m. and the First 5 & Families Commission meeting will be held on August 14, 2018 at 3:00 p.m. in the Board Chambers.**

- ◆ Information on Future Agenda Items: **Rebecca Campbell stated the Board of Equalization will meet to equalize the tax roll on Monday, July 16, 2018 and the following items will be on a future agenda: Glassy Winged Sharpshooter Control Agreement from the Ag Department, the Job Training office request for a Compliance and Standards Officer position and the Master Workforce Information and Opportunities Act Master Sub-grant, the Veterans Services Office will have their Subvention Certificate of Compliance, notice of completion for the Jail phase 3 project and the Flat Top Mountain electrical improvements from Public Works, the Sheriff's Office will have a request for Lieutenant Shari Henderson to keep her handgun upon retirement, an out of state travel request for the fingerprint identification program and Administration will bring the contract for the Employee Health Center with Wellness for Life.**

VI B8

E. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission re Grade Separation Applications A1802018, A1802017 and A1805020 by California High Speed Rail Authority, and County of Kings' Protests thereto* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Director of Finance
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employee Performance Evaluation:
Title: Colleen Carlson/County Counsel
- ◆ **Worker's Compensation Claim:** (1 case) [Govt. Code Section 54956.95]
REPORT OUT: Rebecca Campbell reported that the Board took no reportable action in closed session today.

VII B9

F. PUBLIC HEARING

Administration – Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing the acquisition and construction of Hope on Hyde Park Apartments. [**Reso 18-050**]

Supervisor Valle opened the public hearing, no testimony was received and the public hearing was closed.

ACTION: APPROVED AS PRESENTED (DV, JN, CP, RV- Aye, RF -Absent)

B10

G. PUBLIC HEARING

Administration – Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing the acquisition and construction of the Main Street Plaza Apartments. **[Reso 18-051]**
Supervisor Valle opened the public hearing, no testimony was received and the public hearing was closed.

ACTION: APPROVED AS PRESENTED (CP, DV, JN, RV- Aye, RF -Absent)

VIII

H. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, July 17, 2018, at 9:00 a.m.

IX 11:00 AM I. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING

FUTURE MEETINGS AND EVENTS

July 17	9:00 AM	Regular Meeting
July 17	11:00 AM	California Public Finance Authority Regular Meeting
July 24	9:00 AM	Regular Meeting
July 24	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
July 24	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
July 31	9:00 AM	Regular Meeting
July 31	11:00 AM	California Public Finance Authority Regular Meeting

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COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S PIERCES DISEASE/GLASSY-WINGED SHARPSHOOTER CONTROL PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer contracts with the California Department of Food and Agriculture to provide detection services to prevent the establishment of Glassy-Winged Sharpshooter. This agreement continues the County's Pierces Disease/Glassy Winged Sharpshooter Control Program.

Recommendation:

Authorize the Chairman to sign the Cooperative Agreement with the California Department of Food and Agriculture for the County's Glassy-winged Sharpshooter Program.

Fiscal Impact:

Revenues of \$42,507 for this program are included in the proposed FY 2018/19 budget, in budget unit 260000, account 81512000 (State Aid-Agriculture) with the remaining revenue of \$42,507 proposed for FY 2019/20.

BACKGROUND:

The contract is for detection services to prevent the establishment of the Glassy-Winged Sharpshooter and the spread of Pierces Disease in the County. The County will inspect incoming nursery plants and service detection traps according to procedures established by this agreement. These services are in addition to normal detection activities currently being performed by the Agriculture Department. The term of this agreement is from July 1, 2018 through June 30, 2020.

The agreement has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
17-0453-007-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF KINGS

2. The Agreement Term is: July 1, 2018 through June 30, 2020

3. The maximum amount of this Agreement is: \$85,014.64

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

Exhibit A: Prime Award Information 2 Page(s)
Recipient and Project Information

Exhibit B: General Terms and Conditions 3 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)
COUNTY OF KINGS

BY (*Authorized Signature*)



DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
680 N. Campus Drive, Suite B, Hanford, CA 93230

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Agreement Number:	18-8506-0484-CA
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$5,451,164.00
Effective Dates:	10/1/2017 through 9/30/2018

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will establish workplans for survey, inspection, and control of glassy-winged sharpshooter.

Project Title: County GWSS Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Craig Hanes	Name: Jimmy Hook
Division/Branch: Pierce's Disease Control Program	Organization: COUNTY OF KINGS
Address: 1220 N Street	Address: 680 N. Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hanford, CA 93230
Phone: (916) 900-5244	Phone: (559) 852-2830
Email Address: craig.hanes@cdfa.ca.gov	Email Address: jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Myrna Villegas	Name:
Division/Branch: Pierce's Disease Control Program	Organization:
Address: 1220 N Street	Address:
City/State/Zip: Sacramento, CA 95814	City/State/Zip:
Phone: (916) 900-5254	Phone:
Email Address: myrna.villegas@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

3. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

4. State and Federal Law

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfil all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. Mutual Liability

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. 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 will not be affected thereby.

9. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

10. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. 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 CDFA 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.

12. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

13. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual.

22. Equipment

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual.

23. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, monthly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in The Federal Travel Regulations and Federal Per Diem Rate Schedule.
- C. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- D. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.
- E. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

PIERCE'S DISEASE CONTROL PROGRAM

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL
PROGRAM COORDINATOR AND CONTACT INFORMATION**

PRIMARY CONTACT:

Name: Lynda Schrupf
Address: 680 N. Campus Dr, Suite B, Hanford, CA 93230
Phone Number: (559)-852-2830
Fax Number: (559)-582-5251
E-Mail Address: Lynda.schrumpf@co.kings.ca.us

ALTERNATE CONTACT (IF APPLICABLE)

Name: Jimmy Hook
Address: 680 N. Campus Dr, Ste B, Hanford, CA 93230
Phone Number: (559) 852-2830
Fax Number: (559) 582-5251
E-Mail Address: Jimmy.Hook@co.kings.ca.us

PIERCE'S DISEASE CONTROL PROGRAM

RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS, AND OTHER DESIGNATED PESTS AND DISEASES

KINGS COUNTY

Objective

To implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) in Kings County and suppress or eradicate any populations as rapidly as possible.

RESPONSIBILITIES

CDFA Responsibilities

- The California Department of Food and Agriculture (CDFA) shall provide training on management practices at least one week prior to any activity occurring. The PEIR is available in its entirety at <https://www.cdfa.ca.gov/plant/peir/>.

Designated Agency

The Kings County Department of Agriculture (County) is designated by the Kings County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the Kings County PDCP Task Force (if applicable), and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to the County as favorable agents become available.

County Responsibilities

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- The County will ensure all activities follow CDFA management practices and any necessary mitigation measures required are consistent with CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR). The County, prior to conducting PDCP activities, will fill out the Tiering Checklists and follow management practices and mitigation measures as required for a specific activity. The CDFA management practices and mitigation measures are attached, and can also be found in the PEIR Appendix C, <https://www.cdfa.ca.gov/plant/peir/docs/final/Volume->

3 Appendices B-G.pdf. Mitigation Reporting Program at [https://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4 Appendices H-P.pdf](https://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4%20Appendices%20H-P.pdf), and Findings of Fact at <https://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>.

- Copies of the completed Checklists must be submitted along with the agreement. To complete the checklist, add in the Project Leader (normally the Commissioner) and County name in the introductory fields (those areas are designated with XXXXX). Also, in the document title (e.g., PDCP XX County Trapping 07 01 18), replace the XX with the county number and replace "County" with the county name. When the contract ends, the county dates and signs a copy of the Checklist and sends that copy to PDCP to signify that the PEIR requirements were implemented.
- Promptly conduct all delimitation and intensive surveys in the county. Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. The CDFA will provide on-site expertise, as needed.
- Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Select appropriate treatments, notify residents, and identify any sensitive sites within the proposed treatment area.
- Direct and coordinate pesticide applications.
- Conduct post-treatment monitoring.

ELEMENTS

Delimitation Survey

The County will immediately conduct a delimitation survey upon discovery of an infestation. The purpose of the survey is to quickly determine the extent of the infestation. The survey will be conducted in accordance with established CDFA protocols. Records of properties surveyed and results of the survey (both positive and negative) will be accurately kept.

Intensive (Property-by-Property Survey)

Following the delimitation survey, the County will complete an intensive survey of all properties within the delimited area to identify the full extent of the infestation.

- Develop and maintain working host records during this intensive survey.
- Develop detailed maps or block folders (property-by-property) of the surveyed and infested area.

Delimitation Traps

Install and monitor delimitation traps radiating in appropriate distances from all live detections of GWSS.

Treatment Options

The following treatment information is based on the option of treating all known infested properties. It is intended as a guideline and may be modified to adapt to local and/or changing situations. At all stages of the program, an assessment will be made as to the probability of success. For example, if GWSS is found to be infesting a very large area or is infesting wide areas of sensitive habitat, the County will immediately consult with the CDFA to determine the preferred course of action.

Treatment Material Selection

A list of registered materials will be reviewed to determine the most appropriate to use based on: 1) registered use as a general treatment for residential plantings; 2) registered on most plant species known to be hosts (feeding and oviposition) for GWSS; and 3) known to control leafhoppers. The list of approved products for residential use is listed in CDFA's Statewide Pest Prevention Program Final PEIR on Page 3-46 of Volume 1 Main Body.

Threatened/Endangered Species/Environmentally Sensitive Areas

The County and the CDFA will identify any threatened/endangered species and/or environmentally sensitive areas within the proposed treatment area before treatments begin. If needed, appropriate mitigation measures will be developed, in consultation with the U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, and the CDFA, for these sensitive areas. The County will notify all registered beekeepers near the infested area of the GWSS treatment activities.

Beekeeper Notification

The County will identify registered beekeepers in the treatment zone, in addition to the following:

- Notify registered beekeepers with information about the upcoming treatments.
- Notify ground personnel of any properties that are known to have bees.
- Identify potential unregistered beekeepers by educating ground personnel to be on the lookout for beehives.
- Educate ground personnel on how to handle bee encounters.
- Adhere to label requirements for pollinators.
- Adhere to label requirements for flowering hosts and bloom issues.

Public Outreach

The County will act as lead spokesperson for the PDCP activities within the County. The County, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

- A telephone help line will be established and staffed to answer calls concerning the PDCP activities. Multi-lingual speakers may be required to adequately staff this help line. The help line will also be coordinated to include public health and animal health information.
- Informational meetings will be held to advise homeowners and other interested parties of treatment activities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

Medical/Veterinarian Information

The County will contact the Kings County Health Officer (KCHO) with details of any proposed treatment. If the KCHO has questions about public health aspects of the program, please contact the Branch Chief of the Pierce's Disease Control Program at 916-900-5024.

Questions relating to Animal Health will be referred to CDFA's Animal Health and Food Safety Services at (916) 900-5002. A "Veterinary Fact Sheet" may be prepared and provided for questions relating to pets or livestock.

Pre-Treatment Notification

Pre-treatment notification will be conducted through the local news media and by door-to-door notification.

- Notices will be in languages appropriate to the affected community and will include information regarding material used, precautions, date of application, and a telephone number and contact for the PDCP staff.
- Notices will be given "door-to-door" to infested properties and adjacent properties.

General Treatment Procedures

Treatments will begin following the intensive survey and after all help lines are established and community relations measures have been taken. Maintenance of good community relations will be essential. All pesticide applications will be made by certified Pest Control Operators under the direction of the County, or by the County with agreement from the PDCP. Pesticides will be used according to registration and label directions. Sound pesticide safety procedures will be followed.

- Interval: As allowed by label.
- Rate: Follow label directions.
- Post-treatment notice with re-entry statement and pre-harvest interval for treated fruits/vegetables.
- Treatment crews will be properly trained and equipped according to established CDFA protocols for treatment of residential properties.
- Property treatment records will be kept.

- The County will ensure that all treatment activities are in compliance with all pesticide laws and regulations.

NPDES (National Pollution Discharge Elimination System) Permit

CDFA is required to report all foliar treatments of pesticides to comply with this permit. The permit covers foliar applications that may result in a discharge of pollutants to waters of the U.S.

All urban/residential treatments of pesticides that counties make to eradicate or suppress GWSS need to have the following information documented and sent to the PDCP at the end of each calendar year.

- The projected start & end dates of the application(s).
- Name of the applicator.
- How much pesticide(s) used (in ounces) and acres given foliar treatment.
- How much pesticide(s) used (in ounces) and acres given soil treatment.
- Impacted water bodies, if any.

Environmental Monitoring

The CDFA, in cooperation with County, will arrange for environmental monitoring to be conducted by the California Department of Pesticide Regulation (CDPR), Environmental Monitoring/Pest Management Branch. The County personnel will work closely with environmental monitoring personnel to identify suitable sites. The following may be monitored:

- Surface water, turf, foliage, available fruits and vegetables, outside air and tank mix.
- Identified sensitive areas.

Additional monitoring may be necessary if needs are identified. However, if sufficient data are gathered indicating no adverse environmental impacts, the environmental monitoring may be modified or deleted from the program. This decision will rest with the CDFA and the County.

Post-Treatment Monitoring

An assessment of the GWSS populations will be conducted on a limited number of selected properties throughout the treatment area to determine the overall effectiveness of the treatments.

- Pre-treatment sampling will be conducted and counts of the GWSS will be made to determine numbers of the GWSS life forms.
- Post-treatment sampling will be conducted using the same protocols to ascertain effectiveness of the treatment(s).

PIERCE'S DISEASE CONTROL PROGRAM

REGULATION OF COMMODITY MOVEMENT

The Kings County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if it wishes to deviate from the protocols.

The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Statewide Pest Prevention Program Final PEIR on Page 3-46 – 3-50 of Volume 1 Main Body.

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

The Kings County Department of Agriculture (County) will utilize as its guide, the CDFA GWSS Statewide Detection & Delimitation Protocols. These guidelines include minimum requirements to conduct a survey program. The County will submit a written justification (either via e-mail or correspondence) to the Environmental Program Manager of the Pierce's Disease Control Program to request approval to vary from the GWSS Statewide Detection & Delimitation Protocols.

In the event of an infestation, nurseries in the County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.
- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.

- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Kings County Department of Agriculture (County) and the Kings County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The Kings County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
2. The Kings County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The Kings County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.
4. The Kings County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.
5. The Kings County Department of Agriculture should invoice the Pierce's Disease Control Program on a monthly basis but no later than 120 days after the end of the month. Invoices not received within this timeframe may be disallowed for reimbursement.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Kings County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFR.

**PIERCE'S DISEASE CONTROL PROGRAM
BUDGET**

Kings County Proposed PDCP Budget 2018-2019

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Agricultural & Standards Inspector III	33.52	350	11,732.00
Agricultural & Standards Aide	19.98	286	5,714.28
Secretary	24.87	65	1,616.55
Deputy Agricultural Commissioner/Sealer	43.01	60	2,580.60
		761	Total Permanent
			21,643.43
Temporary Salaries			
Agricultural & Standards Aide-Extra Help			-
		0	Total Temporary
			-
Staff Benefits			
	Rate		
Permanent @ 40%	0.4000		8,657.37
Temporary @ 10%	0.1000		-
			Total Benefits
			8,657.37
Overtime (hours x salary)			Total Overtime
			0.00
			Total Personnel Services
			30,300.80
<u>OPERATING EXPENSES</u>			
General Expense/Supplies			
General Expense/Supplies (general office and field supplies)			1,000.00
Postage -- mailing PDCP information to homeowners			200.00
**Vehicle Expense	Rate	Miles	
County @ \$0.545 per mile	0.545	6296	3,431.32
Indirect Cost (25% of total personnel services)	0.25		7,575.20
			Total Operating Expenses
			12,206.52
			Total Survey/Inspection Activities
			\$ 42,507.32

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

**PIERCE'S DISEASE CONTROL PROGRAM
BUDGET**

Kings County Proposed PDCP Budget 2019-2020

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

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*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Health Department – Ed Hill

SUBJECT: CALREDIE DATA USE AND DISCLOSURE AGREEMENT RENEWAL

SUMMARY:

Overview:

The California Reportable Disease Information Exchange (CalREDIE) Data Use and Disclosure Agreement sets forth the information privacy and security requirements that the Kings County Health Department is obligated to follow while using the CalREDIE web-based disease reporting system operated by the California Department of Public Health. The current Agreement will expire and is recommended for renewal for a three year period. As part of the new agreement, counties will have the opportunity to share data across jurisdictions to support disease surveillance efforts.

Recommendation:

- 1) Authorize the Chairman to sign the Data Use and Disclosure Agreement between Kings County and the California Department of Public Health; and
- 2) Authorize the Health Officer to sign the Cross-Jurisdictional Data Sharing Policy.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended action.

BACKGROUND:

CalREDIE is a secure, web-based electronic solution for surveillance, reporting and case management of communicable diseases. This program is an integral part of the public health emergency preparedness and response strategy and allows for 24 hours per day; 7 days per week; and 365 days per year reporting and receipt of reportable conditions. California Health and Safety Code, section 120130 requires that specific diseases and conditions be reported to the State and that a State electronic laboratory system be in place. Reporting is done through CalREDIE. Federal and State HIPAA information security and confidentiality requirements are addressed within the Agreement.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CALREDIE DATA USE AND DISCLOSURE AGREEMENT RENEWAL

July 17, 2018

Page 2 of 2

As part of the renewal, counties will have access to a new feature that will allow them to share information with other Local Health Jurisdictions (LHJs) to support disease surveillance efforts in California. To date, the ability to share surveillance data across jurisdictions was restricted, limiting public health activities. This new data sharing procedure will allow LHJs to opt-in to participate in cross-jurisdictional data sharing. Access will be secure and limited only to pre-approved individuals within LHJs.

County Counsel and Information Technology (IT) have reviewed and approved this Agreement.

CalREDIE System Data Use And Disclosure Agreement

This California Reportable Disease Information Exchange (**CalREDIE**) System Data Use And Disclosure Agreement (“Agreement”) sets forth the information privacy and security requirements that the **Kings County Department of Public Health** (“Participant”), and the California Department of Public Health (“CDPH”) are obligated to follow with respect to all CalREDIE Data (as defined herein) collected or created within the CalREDIE System. By entering into this Agreement, CDPH and Participant agree to protect the privacy and provide for the security of all CalREDIE Data in compliance with all state and federal laws applicable to the CalREDIE Data. Permission to receive, use and disclose CalREDIE Data requires execution of this Agreement that describes the terms, conditions, and limitations of Participant’s collection, use, and disclosure of the CalREDIE Data.

- I. Supersession: This Agreement supersedes any prior CalREDIE Agreement between CDPH and Participant.
- II. Definitions: For purposes of this Agreement, the following definitions shall apply:

A. Breach: “Breach” means:

1. the acquisition, access, use, or disclosure of CalREDIE Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, “compromises the privacy, security or integrity of the information” means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The “system” referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the California Reportable Disease Information Exchange (CalREDIE) System, only.

B. California Reportable Disease Information Exchange (CalREDIE) System Data: “California Reportable Disease Information Exchange (CalREDIE) System Data” means data in the state-wide reportable disease database supported and maintained by CDPH including demographic, epidemiologic (including clinical information, risk factor information, and laboratory test result information), and administrative information on reportable diseases collected for the purposes of case investigation, disease prevention, and surveillance.

1. CalREDIE Data specifically includes information contained in or derived from the following:
 - a. Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations CCR sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.

- b. Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 - 2643.20.
- c. Communicable Disease Control Report Forms (required for specific diseases and conditions that are mandated by state laws and regulations to be reported by healthcare providers and laboratories to local health officers).

2. CalREDIE Data specifically excludes the following information:

- a. [Reserved.]

C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information.

D. Security Incident: “Security Incident” means:

- 1. an attempted breach;
- 2. the attempted or successful modification or destruction of CalREDIE Data in the California Reportable Disease Information Exchange (CalREDIE) System, in violation of any state or federal law or in a manner not permitted under this Agreement; or
- 3. the attempted or successful modification or destruction of, or interference with, system operations in the California Reportable Disease Information Exchange (CalREDIE) System that negatively impacts the confidentiality, availability or integrity of CalREDIE Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of CalREDIE Data in the CalREDIE System.

E. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

F. Workforce Member: “Workforce Member” means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.

G. [Reserved.]

III. Background and Purpose: The California Reportable Disease Information Exchange (CalREDIE) System is a system of applications that encompasses the core surveillance and reporting application, electronic laboratory reporting (ELR) application, ELR message handling application, provider reporting application, alerting and notification application, Data Warehouse (DW), and Data Distribution Portal (DDP) that the CDPH has implemented for web-based disease reporting and surveillance. The purpose of this application is to improve the efficiency of surveillance activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state wide basis. CalREDIE is a secure, web-based electronic solution

for health care providers to report cases of conditions of public health interest; and for laboratories to report laboratory reports for notifiable conditions to LHDs and the CDPH, and for LHDs to report conditions to CDPH. CalREDIE is an integral part of the overall California public health emergency preparedness and response strategy where completion and implementation of CalREDIE allows for 24/7/365 reporting and receipt of notifiable conditions. LHDs and CDPH have access to disease and laboratory reports in near real-time for disease surveillance, public health investigation, and case management activities. CalREDIE is the system of record for communicable disease surveillance data within California.

- IV. Legal Authority for Collection, Use and Disclosure of CalREDIE Data:** The legal authority for CDPH and Participant to collect, use and disclose CalREDIE Data is set forth in Attachment A, which is made part of this Agreement by this reference.
- V. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Authority:**
- A. CDPH and CalREDIE HIPAA Status:** CDPH is a “hybrid entity” for purposes of applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule") (45 C.F.R. Parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d - 1320d-8) (as amended by Subtitle D Privacy, of the Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111–5, 123 Stat. 265–66)). The CalREDIE System has not been designated by the CDPH as, and is not, one of the HIPAA-covered “health care components” of CDPH. (45 C.F.R. § 164.504(c)(3)(iii).) The legal basis for this determination is as follows:
1. The CalREDIE System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of “covered entity”)) And
 2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 60.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in Attachment A; and,
- B. Parties Are “Public Health Authorities”:** CDPH and Participant are each a “public health authority” as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)
- C. CalREDIE Data Use and Disclosure Permitted by HIPAA:** To the extent a disclosure or use of CalREDIE Data may also be considered a disclosure or use of “Protected Health Information” (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such CalREDIE Data disclosure and/or use by CDPH and Participant, without the consent or authorization of the individual who is the subject of the PHI:

1. HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 60.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A];
2. A covered entity may disclose PHI to a “public health authority” carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b).);
3. A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a)(1).) and,
4. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific CalREDIE Data uses and disclosures.

D. No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant: This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, Part 160.103 (definition of “business associate”). The basis for this determination is Section 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.

- VI. Permitted Disclosures:** The Participant and its workforce members and agents, shall safeguard the CalREDIE Data to which they have access to from unauthorized disclosure. The Participant, and its workforce members and agents, shall not disclose any CalREDIE Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law.
- VII. Permitted Use:** The Participant, and its workforce members and agents, shall safeguard the CalREDIE Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any CalREDIE Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A or as otherwise allowed or required by state or federal law.
- VIII. Restricted Disclosures and Uses:**

A. [Reserved.]

- IX. Safeguards:** Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CalREDIE Data. The Participant shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the

size and complexity of the Participant's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section X, Security, below. Participant shall provide CDPH with Participant's current and updated policies.

- X. Security: The Participant shall take all steps necessary to ensure the continuous security of all computerized data systems containing CalREDIE Data. These steps shall include, at a minimum:
- A. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and
 - B. in case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CalREDIE Data from breaches and security incidents.
- XI. Security Officer: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B, which is made a part of this Agreement by this reference..
- XII. Training: The Participant shall provide training on its obligations under this Agreement, at its own expense, to all of its workforce members who assist in the performance of Participant's obligations under this Agreement, or otherwise use or disclose CalREDIE Data.
- A. The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name and the date on which the training was completed.
 - B. The Participant shall retain each workforce member's written certifications for CDPH inspection for a period of three years following contract termination.
- XIII. Workforce member Discipline: Participant shall discipline such workforce members who intentionally violate any provisions of this Agreement, including, if warranted, by termination of employment.
- XIV. Participant Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Participant shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Agreement), **or within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XX(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CalREDIE Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IT Service Desk at the telephone numbers listed in Section

XX(G)), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of the Participant.

Participant shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the CalREDIE System operating environment; and,
 2. any action pertaining to a breach required by applicable federal or state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach:** The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CalREDIE Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CalREDIE Data, or to whom it is known (or reasonably believed) to have had the CalREDIE Data improperly disclosed to them; and
 3. a description of where the CalREDIE Data is known or believed to have been improperly used or disclosed; and
 4. a description of the known or probable causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report:** The Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Participant is considered only

- a custodian and/or non-owner of the CalREDIE Data, Participant shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve, in writing, the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s); or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to California Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the California Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Participant shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the California Attorney General.
- F. Public Statements:** Participant shall cooperate with CDPH in developing content for any public statements regarding Breaches or Security Incidents related to Participant and shall not provide any public statements without the express written permission of CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(E), below.
- G. CDPH Contact Information:** To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

[This space intentionally left blank – Continued on next page.]

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
<p>CalREDIE Help Desk California Department of Public Health Division of Communicable Disease Control Communicable Disease Emergency Response Program CalREDIE Help Desk P.O. Box 997377, MS 7325 Sacramento, CA 95899-7377 California Department of Public Health</p> <p>Email: CalREDIEHelp@cdph.ca.gov Telephone: (866) 866-1428</p>	<p>Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, Suite 500 Sacramento, CA 95814</p> <p>Email: privacy@cdph.ca.gov Telephone: (877) 421-9634</p>	<p>Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413</p> <p>Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874</p>

- XV.** CDPH Breach and Security Incident Responsibilities: CDPH shall notify Participant immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement) that involves CalREDIE Data that was created or collected by Participant in the CalREDIE System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment C, which is made a part of this Agreement by this reference. For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.
- A.** Participant Contact Information: To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment C. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves the right to make changes to the contact information in Attachment C. Said changes shall not require an amendment to this Agreement.
- XVI.** Compliance with California Health and safety Code Section 121022(h): CDPH and Participant shall comply, when required, with California Health and safety Code Section 121022, subdivision (h), which provides as follows: "Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. The department shall investigate any potential or actual breach of confidentiality of HIV-related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency."
- XVII.** Indemnification: Each party hereby agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys' fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Participant or CDPH, its officers, workforce members or agents relative to the CalREDIE Data, including, without limitation, any violations of Participant's or CDPH's responsibilities under this Agreement.
- XVIII.** Term of Agreement: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for three (3) years after the latest signature date in the signature block below. After three (3) years, this Agreement will expire without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced notice. CDPH may also terminate this Agreement pursuant to Section XIX, below.
- XIX.** Termination for Cause:

- A. Termination Upon Breach:** A breach by either party of any provision of this Agreement, as determined by CDPH or Participant, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH or Participant. At its sole discretion, CDPH or Participant may give the breaching party 30 days to cure the breach.
- B. Judicial or Administrative Proceedings:** CDPH and Participant shall notify the other party if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH or Participant may terminate the Agreement if the other party is found guilty of a criminal violation related to a violation of this Agreement. CDPH or Participant may terminate the Agreement if a finding or stipulation that the other party has violated any security or privacy laws is made in any administrative or civil proceeding in which the other party is a party or has been joined.
- XX. Amendment:** The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CalREDIE Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:
- A.** Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or
- B.** Participant does not enter into an amendment providing assurances regarding the safeguarding of CalREDIE Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CalREDIE Data.
- XXI. Assistance in Litigation or Administrative Proceedings:** Each party shall make itself and any workforce members or agents assisting in the performance of obligations under this Agreement available to the other party at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced based upon claimed violation of laws relating to security and privacy, which involve inactions or actions by CDPH or Participant, except where CDPH and Participant or their workforce members or agents are a named adverse party.
- XXII. Disclaimer:** CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant, is or will be secure from unauthorized use or disclosure. Participant is solely responsible for all decisions made by Participant regarding the safeguarding of CalREDIE Data.
- XXIII. Transfer of Rights:** Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.

- XXIV.** No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.
- XXV.** Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.
- XXVI.** Survival: The respective rights and obligations of Participant under Sections VII, IX , XIII and XVII of this Agreement shall survive the termination or expiration of this Agreement.
- XXVII.** Attachments: The parties mutually agree that the following specified Attachments are part of this Agreement:
- A.** Attachment A: State Law Authority for: (1) Use and Disclosure of CalREDIE Data; and, (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c))”.
 - B.** Attachment B: Participant Breach and Security Incident Contact Information.
- XXVIII.** Entire Agreement: This Agreement, including all attachments, constitutes the entire agreement between CDPH and Participant. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXIX.** Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- XXX.** Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.

XXXI. Signatures:

IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of the **Participant**, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

_____ Name (Print)	_____ Name (Sign)
_____ Title [Health Officer (or other authorized official)]	_____ Date
_____ Department of Public Health County/City Name (Print)	

On behalf of the **Department of Public Health**, the undersigned individual(s) hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

_____ Gilberto F. Chavez, M.D., M.P.H State Epidemiologist California Department of Public Health	_____ Date
_____ David Fisher CalREDIE Technical Manager California Department of Public Health	_____ Date

Attachment A

State Law Authority for:

- (1) Use and Disclosure of CalREDIE Data; and,
- (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).

General Authority:

1) Information Practices Act

- a. CA Civil Code section 1798.24(e) An agency shall not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the information is disclosed, as follows: (e) To a person, or to another agency where the transfer is necessary for the transferee agency to perform its constitutional or statutory duties, and the use is compatible with a purpose for which the information was collected and the use or transfer is accounted for in accordance with Section 1798.25. With respect to information transferred from a law enforcement or regulatory agency, or information transferred to another law enforcement or regulatory agency, a use is compatible if the use of the information requested is needed in an investigation of unlawful activity under the jurisdiction of the requesting agency or for licensing, certification, or regulatory purposes by that agency.

Specific Authority:

1) Functions and Duties of the Department of Public Health, Reportable Diseases and Conditions from Providers and Labs

- a. California Health and Safety Code section 120130
 - i. Subdivision (a): The department shall establish a list of reportable diseases and conditions. For each reportable disease and condition, the department shall specify the timeliness requirements related to the reporting of each disease and condition, and the mechanisms required for, and the content to be included in, reports made pursuant to this section...Those diseases listed as reportable shall be properly reported as required to the department by the health officer.”
 - ii. Subdivision (g): Commencing July 1, 2009, or within one year of the establishment of a state electronic laboratory reporting system, whichever is later, a report generated pursuant to this section, or Section 121022, by a laboratory shall be submitted electronically in a manner specified by the department. The department shall allow laboratories that receive incomplete patient information to report the name of the provider who submitted the request to the local health officer.
- b. Title 17. Public Health Division 1. State Department of Health Services Chapter 4. Preventive Medical Service
 - i. Article 1 Reporting:
 1. Section 2500: Provider Reporting of Diseases and Conditions to the Local Health Officer and Confidentiality of Reports
 2. Section 2501: Investigation of Reported Case, Unusual Disease, or Outbreak of Occurrence
 3. Section 2502: Reports by Local Health Officer to State Department of Public Health.
 4. Section 2505: Notification of Diseases and Conditions by Laboratories

- 2) HIV Specific Laws related to Reporting, Surveillance Sharing and Confidentiality, Penalties for Disclosure:
- a. Health and Safety Code section 121022, HIV Reporting by Providers and Labs
 - b. Health and Safety Code section 121023, Lab Reporting of CD4+ T-Cell test results
 - c. Health and Safety Code section 121025 (b) disclosure of HIV records between state and local public health agencies for when the confidential information is necessary to carry out the duties of the agency in the investigation, control, or surveillance of disease, as determined by the state or local public health agency.
 - d. Title 17. Public Health Division 1. State Department of Health Services Chapter 4. Preventive Medical Service
 - i. Article 3.5, Reporting of HIV, Sub article 4 Sections: 2641.5-2643.20
 - e. California HIV/AIDS-Specific Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosures (this list is not comprehensive):
 - i. All HIV/AIDS case reports and any HIV/AIDS related information collected or maintained by CDPH (or its agents or contractors) or a local health department or agency (or its agent or contractors), that may directly or indirectly identify an individual are considered confidential public health record(s) under California Health and Safety Code (HSC) section 121035(c) and must be handled with the utmost confidentiality.
 - ii. HSC section 121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third-party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC section 121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC 121025(e)(2). Any willfully, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, psychological harm to a person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs [HSC section 121025(e)(3)]. Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach [HSC section 121025(e)(4)]. Each disclosure in violation of California law is a separate, actionable offense [HSC section 121025(e)(5)].

Attachment B

Participant Contact Information

The following contact information must be provided prior to execution of this Agreement.

Participant Program Manager	Participant Privacy Officer	Participant Chief Information Security Officer (and IT Service Desk Telephone)
Christine King, Nurse Practitioner Email: Christine.King@co.kings.ca.us Telephone: (559) 852-2614	Ed Hill, Director Email: Edward.Hill@co.kings.ca.us Telephone: (559) 852-2625	John Devlin, Chief Information Officer Email: John.Devlin@co.kings.ca.us Telephone: (559) 852-2550 Telephone: IT Service Desk (559) 852-4500

CalREDIE Cross-Jurisdictional Data Sharing Policy/Procedure

Purpose

This **CalREDIE Cross-Jurisdictional Data Sharing Policy and Procedure** provides guidance to state and local public health staff regarding how CalREDIE data can be shared across jurisdictions, in an authorized and secure manner.

Background

The implementation of CalREDIE as a tool to support disease surveillance efforts in California has introduced changes and, in general, increased efficiency in how state and local health jurisdiction staff access and share surveillance data. However, to date, the ability to share surveillance data across jurisdictions was restricted, limiting public health activities.

Summary

- A list of disease conditions in CalREDIE shall be included in a “shared” disease grouping.
- Participating Local Health Jurisdictions (LHJs) shall be included in a “shared” jurisdiction grouping.
- Designated individuals from participating LHJs shall be granted a read-only user account with permissions to access the “shared” disease grouping, and the “shared” jurisdiction grouping, to allow these users read-only access to the shared disease data from their own and the other participating jurisdictions

Shared Disease Grouping

- A list of disease conditions in CalREDIE shall be included in a “shared” disease grouping.
 - To pilot this effort, CalREDIE will start with viral hepatitis and syphilis. The corresponding conditions in CalREDIE are:
 - Hepatitis B, Acute
 - Hepatitis B, Chronic
 - Hepatitis C, Acute
 - Hepatitis C, Chronic
 - Hepatitis D (Delta)
 - Hepatitis E, Acute
 - Syphilis (Congenital)
 - Syphilis (Early Latent)
 - Syphilis (Late Latent)
 - Syphilis (Late with Clinical Manifestations)
 - Syphilis (Latent, Unknown Duration)
 - Syphilis (Primary)
 - Syphilis (Secondary)
 - Syphilis Stage Unknown/Reactor
 - Syphilis: Initial Report
 - If these conditions undergo name changes in the CalREDIE application, they will continue to be included in the shared disease grouping.
 - Additional diseases may be added to this disease grouping, at the request of the California Conference of Local Health Officers (CCLHO)

Shared Jurisdiction Grouping

- Participating Local Health Jurisdictions (LHJs) shall be included in a “shared” jurisdiction grouping in CalREDIE.
 - Local Health Officers (LHOs) may “opt-in” to participate in cross-jurisdictional data sharing, which means that they agree to share their LHJ’s data for the “shared” disease conditions with other participating LHJs.
 - To opt-in to cross-jurisdictional data sharing, the Local Health Officer must complete, sign, and submit to the CalREDIE Help Desk, the attached form, **CalREDIE Cross-Jurisdictional Data Sharing Authorization Form**, authorizing to share, in a read-only fashion, with other participating LHJs their data for the conditions in the shared disease grouping.

Designated Users

- Designated individuals from participating LHJs shall be granted a read-only user account with permissions to access the “shared” disease grouping and the “shared” jurisdiction grouping. These read-only accounts will allow designated users read-only access to their data and the data from the other participating jurisdictions
- LHOs from LHJs opting in to participate in cross jurisdictional data sharing may designate up to 3 individuals from their local health jurisdiction (LHJ) that are authorized to access, in a read-only fashion, their LHJ data and the data other LHJs are sharing.

Health Officer Emergency Authorities

LHOs have general broad authority to take all measures necessary to prevent the spread of disease:

H&SC section 120175. The Local Health Officer, having reason to believe that any case of a communicable disease exists within his/her jurisdiction, has the authority to take measures necessary to prevent the spread of the disease.

17 CCR section 2502, a regulation which discusses LHO required gathering of individual case reports and weekly morbidity reports for certain reportable diseases and submission of these reports to CDPH, provides for instances when an LHO may share this infectious disease reportable data with another LHO, including, to determine the existence of a disease, its cause, or the measures necessary to stop its spread or, for purposes of his/her investigation, as may be necessary to prevent the spread or occurrence of additional cases:

(f) Confidentiality. Information reported pursuant to this section is acquired in confidence and shall not be disclosed by the local health officer except as authorized by these regulations, as required by state or federal law, or with the written consent of the individual to whom the information pertains or to the legal representative of that individual.

(1) A health officer shall disclose any information, including personal information, contained in an individual case report to state, federal or local public health officials in order to determine the existence of a disease, its likely cause or the measures necessary to stop its spread.

(2) A health officer may for purposes of his or her investigation disclose any information contained in an individual case report, including personal information, as may be necessary to prevent the spread of disease or occurrence of additional cases.

CalREDIE Cross-Jurisdictional Data Sharing Authorization Form

1. Opt-in – To be completed by the Health Officer

Instructions: If your jurisdiction has already opted-in, please skip to Section 2.

I, _____, authorize _____ Department of Public Health data for the diseases included in the Shared Disease grouping to be shared with jurisdictions participating in cross-jurisdictional data sharing (e.g. Shared Jurisdiction) for the purpose of disease control. Furthermore, I authorize the individuals listed below to access the Shared Disease data from the jurisdictions participating in cross-jurisdictional data sharing (e.g. Shared Jurisdiction).

2. Add / Delete User(s)

Note: Each jurisdiction is allotted a maximum of three users to participate in cross-jurisdictional data sharing. *Individuals must have a CalREDIE account authorization form on file.*

Add:

1.	Name (Print)	Title	E-mail
2.	Name (Print)	Title	E-mail
3.	Name (Print)	Title	E-mail

Delete:

1.	Name (Print)	Title	E-mail
2.	Name (Print)	Title	E-mail
3.	Name (Print)	Title	E-mail

3. Health Officer Approval

Name (Print)	Name (Signature)	Date
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COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Health Department – Ed Hill

SUBJECT: FISCAL YEAR 2018-19 MATERNAL CHILD ADOLESCENT HEALTH
AGREEMENT FUNDING APPLICATION

SUMMARY:

Overview:

The Maternal Child and Adolescent Health (MCAH) Branch of the California Department of Public Health provides funding for MCAH programs focusing on low-income mothers and children. Authorization is requested to submit the annual Agreement Funding Application to the State for Fiscal Year (FY) 2018-19.

Recommendation:

Authorize the Chairman to sign the Fiscal Year 2018-19 Maternal Child and Adolescent Health Agreement Funding Application for programs focusing on low-income mothers and children.

Fiscal Impact:

There is no cost to the General Fund associated with the recommended action. Applying for and receiving the Maternal Child and Adolescent Health (MCAH) grant funding will reduce the use of realignment funds. The potential grant will not exceed \$259,275, which is anticipated in the adopted FY 2018-19 Budget.

BACKGROUND:

This proposal for FY 2018-19 incorporates funds for the Comprehensive Perinatal Services Program (CPSP), the Toll-Free Telephone Services, Maternal and Child Health County Allocation, Sudden Infant Death Program, Prenatal Care Guidance and Perinatal Outreach and Education Program. The implementation of the goals and objectives by the Kings County Health Department reflects our belief that our strategies and interventions will result in improved outcomes resulting from perinatal program coordination, patient advocacy, and expanded access to services for all pregnant and child-bearing women regardless of ethnicity or socioeconomic status. The application has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

FY 2018 - 2019 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name: Kings County Department of Public Health

Agreement #: 2018-16

Program: MCAH BIH AFLP CHVP
(Check one box only)

Please check the box next to all submitted documents. All documents must be submitted by email using the required naming convention on page 2.	
<input checked="" type="checkbox"/>	1. <u>AFA Checklist</u>
<input checked="" type="checkbox"/>	2. <u>Agency Information Form</u> with signature (PDF)
<input checked="" type="checkbox"/>	3. <u>Attestation of Compliance with the Sexual Health Education Accountability Act of 2007</u> (PDF)
<input checked="" type="checkbox"/>	4. <u>Community Profile</u> submit only one profile including information about your MCAH, AFLP and/or BIH populations and programs as applicable (Word)
<input checked="" type="checkbox"/>	5. <u>Budget Template</u> submit for the next two upcoming Fiscal Years (17/18 and 18/19) list all staff (by position) and costs (including projected salaries and benefits, operating and ICR). Multiple tabs for completion include Summary Page, Detail Pages, and Justifications. Personnel must be consistent with the Duty Statements and Organizational Charts (Excel)
<input checked="" type="checkbox"/>	6. <u>Indirect Cost Rate (ICR) Certification Form</u> details methodology and components of the ICR
<input checked="" type="checkbox"/>	7. <u>Duty Statements (DS)</u> for all staff (numbered according to the Personnel Detail Page and Organization Chart) listed on the budget
<input checked="" type="checkbox"/>	8. <u>Organization Chart(s)</u> of the applicable programs, identifying all staff positions on the budget including their Line Item # and its relationship to other services for women and children, the local health officer and overall agency
<input checked="" type="checkbox"/>	9. <u>Approval Letters</u> submit most recent letter on State letterhead with state staff signatures, including waivers for the following positions: <input checked="" type="checkbox"/> MCAH Director; <input type="checkbox"/> BIH Coordinator; <input type="checkbox"/> AFLP Director; <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/>	10. <u>Scope of Work (SOW)</u> documents for all applicable programs (PDF/Word)
<input checked="" type="checkbox"/>	11. <u>Annual Inventory</u> – Form CDPH 1204
<input type="checkbox"/>	12. <u>Local Health Officer Approval Letter to conduct FIMR</u> [MCAH only]
<input type="checkbox"/>	13. <u>Subcontractor (SubK) Agreement Packages</u> submit Subcontract Agreement Transmittal Form, brief explanation of the award process, subcontractor agreement or waiver letter, and budget with detailed Justifications (required for all SubKs \$5,000 or more) (Word)
<input type="checkbox"/>	14. <u>Certification Statement for the Use of Certified Public Funds (CPE)</u> [AFLP CBOs and/or SubKs with FFP]
<input checked="" type="checkbox"/>	15. <u>CDPH 9083 Government Agency Taxpayer ID Form</u>

File Naming Convention Example

Please save all electronic documents using the required naming convention below:

Agreement # (space) Program Abbreviation (space) Document # (space) Document Name (from Checklist Above) (space) (Month/Day/Year) XXXXXX

Example for MCAH Program:

2018XX MCAH 1 AFA Checklist 013118
2018XX MCAH 2 Agency Information Form 013118
2018XX MCAH 3 Attestation 013118
2018XX MCAH 4 Community Profile 013118
2018XX MCAH 5 Budget Template 013118
2018XX MCAH 6 ICR Certification Form 013118
2018XX MCAH 7 Duty Statement 1 013118
2018XX MCAH 7 Duty Statement 2 013118
2018XX MCAH 7 Duty Statement 3 013118
2018XX MCAH 7 Duty Statement 4 013118
2018XX MCAH 8 Org Chart 013118
2018XX MCAH 9 Approval Letter 013118
2018XX MCAH 10 SOW 013118
2018XX MCAH 11 Annual Inventory 013118
2018XX MCAH 12 FIMR Approval Letter 013118
2018XX MCAH 13 SubK Package 013118
2018XX MCAH 14 CPE 013118
2018XX MCAH 15 CDPH9083

Please contact your Contract Manager (CM) if you have any questions.

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2018-2019**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each of the applicable programs

2018-16	<u>MCAH</u>	<u>BIH</u>		#	<u>AFLP</u>	
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Update Effective Date: _____ (only required when submitting updates)

Federal Employer ID#:	94-6000814
Complete Official Agency Name:	County of Kings Department of Public Health
Business Office Address:	330 Campus Drive Hanford Ca 93230
Agency Phone:	559-584-1401
Agency Fax:	559-584-5672
Agency Website:	www.countyofkings.com

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the **agreement or contract** number for each of the applicable programs

2018-16 <u>MCAH</u>	2018-16 <u>BIH</u>		#	<u>AFLP</u>	
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The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

<p>Original signature of official authorized to commit the Agency to an MCAH Agreement</p> <p>Richard Valle</p> <p align="center">Name (Print)</p>		<p align="center"><u>Chairman, Board of Supervisors</u></p> <p align="center">Title</p>	
<p>Original signature of MCAH/AFLP Director</p> <p>Maricela Castellanos</p> <p align="center">Name (Print)</p>		<p align="center"><u>Interim MCAH Director</u></p> <p align="center">Title</p> <p align="center">4/17/18</p> <p align="center">Date</p>	

	CONTACT	FIRST NAME	LAST NAME	TITLE	ADDRESS	PHONE	EMAIL ADDRESS
1	AGENCY EXECUTIVE DIRECTOR	Edward	Hill	Director of Public Health	330 Campus Drive Hanford Ca 93230	559-852-2625	Edward.Hill@co.kings.ca.us
2	MCAH DIRECTOR	Maricela	Castellanos	Interim MCAH Director	330 Campus Drive Hanford Ca 93230	559-852-4824	Maricela.Castellanos@co.kings.ca.us
3	MCAH COORDINATOR (Only complete if different from #2)	Jacqueline	Johnson	Supervising PHN	330 Campus Drive Hanford Ca 93230	559-852-4847	Jacqueline.Johnson@co.kings.ca.us
4	MCAH FISCAL CONTACT	Crystal	Hommerding	Fiscal Specialist III	330 Campus Drive Hanford Ca 93230	559-852-4593	Crystal.Hommerding@co.kings.ca.us
5	FISCAL OFFICER	David	Greer	Fiscal Analyst III	330 Campus Drive Hanford Ca 93230	559-852-2523	David.Greer@co.kings.ca.us
6	CLERK OF THE BOARD or	Catherine	Venturella	Clerk of the Board	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2362	Catherine.Venturella@co.kings.ca.us
7	CHAIR BOARD OF SUPERVISORS	Richard	Valle	Chair Board of Supervisors	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2365	Richard.Valle @county.kings.ca.us
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Richard	Valle	Chair Board of Supervisors	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2365	Richard.Valle @county.kings.ca.us
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT	Maricela	Castellanos	SIDS Coordinator	330 Campus Drive Hanford Ca 93230	559-852-4824	Maricela.Castellanos@co.kings.ca.us
11	PERINATAL SERVICES COORDINATOR	Maricela	Castellanos	Perinatal Services Coordinator	330 Campus Drive Hanford Ca 93230	559-852-4824	Maricela.Castellanos@co.kings.ca.us

Exhibit K

**Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007**

Agency Name: Kings County Department of Public Health

Agreement/Grant Number: 2018-16

Compliance Attestation for Fiscal Year: 2018-2019

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Signed

Kings County Department of Public Health 2018-16

Agency Name

Agreement/Grant Number



Signature of MCAH Director

4/17/18

Date

Signature of AFLP Director (CBOs only)

Maricela Castellanos

Printed Name of MCAH Director

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Printed Name of AFLP Director (CBOs only)

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
- (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
- (3) The program content shall be age appropriate for its targeted population.
- (4) The program shall be culturally and linguistically appropriate for its targeted populations.
- (5) The program shall not teach or promote religious doctrine.
- (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
- (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:
- (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
 - (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

Click here to enter text. Maternal Child and Adolescent Health Community Profile 2018-2019
FOR FISCAL YEAR 2018-19, PLEASE USE THE LATEST DATA AVAILABLE FROM FHOP TO COMPLETE THE TABLE BELOW AND
UPDATE THE NARRATIVE AS NEEDED. (PLEASE SEE THE MCAH LOCAL HEALTH JURISDICTION DATA TABLE CROSSWALK FOR
MORE DETAILED INSTRUCTIONS). THERE IS A TWO-PAGE LIMIT.

Section 1 – Demographics

	Local	State
Our Community		
Total Population ¹	153,601	38,548,204
Total Population, African American	10,541	2,226,129
Total Population, American Indian/ Alaskan Natives	1,479	171,667
Total Population, Asian/Pacific Islander	5,371	5,220,776
Total Population, Hispanic	81,357	14,934,682
Total Population, White	54,853	14,978,205
Total Live Births	2,342	502,973
Our Mothers and Babies		
% of women delivering a baby who received prenatal care beginning in the first trimester of their pregnancy ²	71.1	83.5%
% of women delivering a baby who had a postpartum visit. ⁵	78.7	87.5%
% of births covered by Medi-Cal ²	57.6	45.2%
% of women ages 18-64 without health insurance ³	20.2	19.7%
% of women giving birth to a second child within 24 months of a previous pregnancy ²	39.8	37.6%

	Local	State
Our Mothers and Babies (continued)		
% live births less than 37 weeks gestation ²	8.4	8.4%
Gestational diabetes per 1,000 females age 15-44	8.2	9.1
% of female population 18-64 living in poverty (0-200% FPL) ³	46.6	35.4%
Substance use diagnosis per 1,000 hospitalizations of pregnant women	20.5	18.8
Unemployment Rate ⁴	13.4	8.9
Our Children and Teens		
Adolescent Birth Rate per 1,000 females aged 15-19 ²	38.9	23.4
Motor vehicle injury hospitalizations per 100,000 children age 0-14	17.8	15.1
% of children, ages 0-18 years living in poverty (0-200% FPL) ³	61.3	46.7%
Mental health hospitalizations per 100,000 age 15-24	852.2	1,473.0
Children in Foster Care per 1,000 children ⁵	10.2	6.5
Substance abuse hospitalization per 100,000 aged 15-24	468.1	778.5

Data sources: ¹CA Dept. of Finance population estimates 2014, ²CA Birth Statistical Master Files 2012-2014, ³US Census Bureau - Small Area Health Insurance Estimates 2012-2014, ⁴CA Employment Development Dept. 2012-2014, ⁵Data from CA Child Welfare Indicators Project, UC Berkeley 2012-2014, ⁶Data from CA Maternal, Infant Health Assessment (MIHA) 2013-2014.

Section 2 – About Our Community – Health Starts Where We Live, Learn, Work, and Play

Describe the following using brief narratives or bullets: 1) *Geography*, 2) *Major industries and employers (public/private)*, 3) *Walkability, recreational areas*

- 1) Kings County is an agricultural county in the valley, dependent on water from stored sources.
- 2) Most of the industries are tied to agriculture or support those that do agriculture (farming, ranching, vineyards, orchards, trucking, tomato processing, cheese processing, industrial equipment and well drilling.) Other notable industries are three prisons, a toxic waste dump, a waste and recycling facility, a landfill, and a military base. There is a community college and satellite community college; there are no four year colleges or universities in Kings County.
- 3) Walkability is limited. The Walk Score for Hanford is only 34, which classifies it as a car-dependent city. Other Kings County cities have similar Walk Scores with Lemoore at 38 and Corcoran at 21. A challenge is the distance some may have to walk as this is a rural community and destinations are spread out. Biking is currently dangerous as riders share narrow roads with high speed traffic.

Section 3 – Health System – Health and Human Services for the MCAH Population

Describe the following using brief narratives or bullets: Strategies/initiatives that address the following: Maternal/Women's Health, Perinatal/Infant Health, Child Health, Adolescent Health, Children with Special Health Care Needs and cross cutting or life course issues (public health issues that impact multiple MCAH population groups).

- The MCAH program, along with other Health Department staff, is collaborating with local coalitions and community partners on strategies and initiatives to address the above topics.
 - Kings Partnership for Prevention is currently implementing its strategic plan focusing on the following topics: Reproductive and Sexual Health, Active Living, Healthy Eating, Tobacco Free Living, Preventing Drug Abuse and Excessive Alcohol Use, Injury and Violence Free Living, and Mental and Emotional Well-Being. All of these topics essentially impacting the lives of the MCAH population.
 - Kings County Breastfeeding Coalition and the local hospital are collaborating along with MCAH and community partners to make the hospital Baby Friendly and make the provider's offices Breastfeeding Friendly. They Kings County Breastfeeding Coalition and CPSP also provide educational opportunities for professionals and community members to learn more about breastfeeding and lactation accommodation.
 - The County continues to review pediatric deaths in collaboration with community partners. The review team is in the process of evaluating ways to improve the group's resources. Kings County is neighbor to Fresno County and Madera County where a number of Kings County pediatric patients are seen. The Pediatric Death Review Team has expanded to include representatives from Valley Children's Hospital, located in Madera County, and local law enforcement.
 - The Tulare & Kings Counties Suicide Prevention Task Force is looking at medical community depression screenings, community engagement and investment, and data review.
 - SAFE KIDS Coalition, with the help of many community partners including MCAH, has organized SAFE KIDS Day. The event is put on for all the first graders of Kings County. Community partners from various organizations set up booths and present on various safety topics (gun control, poison prevention, basic CPR).

Section 4 – Health Status and Disparities for the MCAH Population

Describe the following using brief narratives or bullets: Key health disparities and how health behaviors, the physical environment and social determinants of health (social/economic factors) contribute to these disparities for specific populations. Highlight areas where progress has been made in improving health outcomes.

- In 2015 Kings County had an estimated median household income of \$46,481 and the state was \$61,818.
- Unemployment rates in Kings County continue to be higher than the state. December 2016 rate for Kings County was 9.9%, where as the state was 5%.
- The rate of students not completing high school has improved over the years, but still remains higher than the state. Kings County 14.6% and the state 11.6% in 2014.
- Although the teen pregnancy rate is still high compared to the state, the rate for the county has dropped drastically. Birth rate per 1,000 females aged 15-19 from 2012-2014 – Kings County 38.9 and state 23.4. In 2008 the rate was 73.3 for Kings County and 38.3 for the state.

IMPORTANT: By clicking this box, I agree to allow the state MCAH Program to post my LHJ's Community Profile on the CDPH/MCAH website.

BUDGET SUMMARY

FISCAL YEAR
 2018-19

BUDGET
 ORIGINAL

BUDGET STATUS
 ACTIVE

MCAH & SIDS
 BALANCE

TITLE XIX
 BALANCE

Total
 Active
 1

Version 4.6 - 50 Quarterly

Program:	Maternal, Child and Adolescent Health														
Agency:	201816 Kings														
SubK:															
	UNMATCHED FUNDING											NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)	
		MCAH-TV			SIDS		AGENCY FUNDS		MCAH Cnty-N		MCAH Cnty-E				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)		
	TOTAL FUNDING	%	TITLE V	%	SIDS	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*				
	ALLOCATION(S)		111,238		3,000										

NOT ACTIVE

EXPENSE CATEGORY													
(I) PERSONNEL	260,861		86,392						39,175			135,294	
(II) OPERATING EXPENSES	14,612		5,839						7,174			1,600	
(III) CAPITAL EXPENDITURES													
(IV) OTHER COSTS	3,000				3,000								
(V) INDIRECT COSTS	57,389		19,007						38,382				
BUDGET TOTALS*	335,862	33.12%	111,238	0.89%	3,000				25.23%	84,731	40.76%	136,894	
	BALANCE(S)												

TOTAL TITLE V	111,238	→	111,238		
TOTAL SIDS	3,000	→	3,000		
TOTAL TITLE XIX	145,036	→		(50%)	42,366
TOTAL AGENCY FUNDS	76,589	→		(50%)	42,366
				(75%)	102,671
				(25%)	34,224

\$ 259,275	Maximum Amount Payable from State and Federal resources
WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.	
<i>[Signature]</i> MCAH/PROJECT DIRECTOR'S SIGNATURE	7/11/18 DATE
_____ AGENCY FISCAL AGENT'S SIGNATURE	_____ DATE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	MCAH-TV	SIDS	AGENCY FUNDS	MCAH Cnty-N	MCAH Cnty-E
		53107	53112		53118	53117
(I) PERSONNEL		86,392			19,588	101,471
(II) OPERATING EXPENSES		5,839			3,587	1,200
(III) CAPITAL EXPENSES						
(IV) OTHER COSTS			3,000			
(V) INDIRECT COSTS		19,007			19,191	
Totals for PCA Codes	259,275	111,238	3,000		42,366	102,671

Program:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING					NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
Agency:	201816 Kings		MCAH-TV		SIDS		AGENCY FUNDS		MCAH City-N		MCAH City-E		NOT ACTIVE
SubK:	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
	TOTAL FUNDING	%	TITLE V	%	SIDS	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*		

(II) OPERATING EXPENSES DETAIL											% TRAVEL NON-ENH MATCH		% TRAVEL ENH MATCH		% PERSONNEL MATCH					
											13.62%		55.14%		64.87%					
TOTAL OPERATING EXPENSES											14,612	5,839			7,174	1,600	Match Available	Total Non-E %	Total E %	Total % Non-E & E
	TRAVEL		2,900	34.84%	1,010						10.00%	290	55.16%	1,600		10.00%	55.16%	65.16%		
	TRAINING		4,277	51.62%	2,216						48.18%	2,061				48.18%		48.18%		
1	Office Expense		935	35.13%	328						64.87%	607				64.87%		64.87%		
2	Communications		1,300	35.13%	457						64.87%	843				64.87%		64.87%		
3	Information Services		5,200	35.13%	1,827						64.87%	3,373				64.87%		64.87%		
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** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL										
TOTAL CAPITAL EXPENDITURES										

(IV) OTHER COSTS DETAIL											% PERSONNEL MATCH							
											64.87%							
TOTAL OTHER COSTS											3,000	3,000		Total Non-E %	Total E %	Total % Non-E & E		
SUBCONTRACTS																		
1																		
2																		
3																		
4																		
5																		
OTHER CHARGES																		
1	SIDS		3,000		100.00%	3,000										64.87%		
2																		
3																		
4																		
5																		

Program:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
Agency:	201816 Kings		MCAH-TV		SIDS		AGENCY FUNDS		MCAH Only-N		MCAH Only-E			
Subk:	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)	
	TOTAL FUNDING	%	TITLE V	%	SIDS	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*			
(V) INDIRECT COSTS DETAIL														
TOTAL INDIRECT COSTS		57,389	19,007						38,382					
22.00% of Total Wages + Fringe Benefits		57,389	33.12%	19,007					66.88%	38,382				

(I) PERSONNEL DETAIL													
		TOTAL PERSONNEL COSTS			260,861	86,392				39,175	135,294		
		FRINGE BENEFIT RATE	39.00%		73,191	24,239				10,992	37,960		
		TOTAL WAGES			187,670	62,153				28,184	97,334		
INITIALS	TITLE OR CLASSIFICATION	% FTE	ANNUAL SALARY	TOTAL WAGES								J-Pera MCF Per Staff	Staff Traveling (%)
1 JJ	SPHN/MCAH Admin Coord.	12.00%	98,803	11,856 37.80%	4,482				20.08%	2,381	42.12%	4,994	62.2% X
2 BD	PHN/MCAH Director	43.00%	88,556	38,079 37.80%	14,394				15.00%	5,712	47.20%	17,973	62.2% X
3 MC	Public Health Nurse/PSC	50.00%	78,966	39,483 5.00%	1,974				22.00%	8,686	73.00%	28,823	95.0% X
4 MC	Public Health Nurse/MCAH Dir	27.00%	78,966	21,321 37.80%	8,059				10.00%	2,132	52.20%	11,130	62.2% X
5 DA	Fiscal Specialist III	10.00%	62,483	6,248 37.80%	2,362				62.20%	3,886			62.2%
6 TL	Office Assistant III	15.00%	38,743	5,811 37.80%	2,197				62.20%	3,614			62.2%
7 MP	Office Assistant II/Car Seat Tech	6.00%	58,358	3,501 100.00%	3,501								62.2%
8 VAR	CHA III/Car Seat Tech	10.00%	31,934	3,193 100.00%	3,193								62.2%
9 VAR	PHN/County Health Nurse	63.50%	88,556	56,233 37.80%	21,256				1.00%	562	61.20%	34,416	62.2% X
10 VAR	Community Health Aide III	5.00%	38,903	1,945 37.80%	735				62.20%	1,210			62.2%
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Program: Agency: SubK:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
	201816 Kings		MCAH-TV		SIDS		AGENCY FUNDS		MCAH Only-N		MCAH Only-E			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)	
	TOTAL FUNDING	%	TITLE V	%	SIDS	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*			

BUDGET SUMMARY

FISCAL YEAR
2019-20

BUDGET
ORIGINAL

BUDGET STATUS
ACTIVE

MCAH & SIDS
BALANCE

TITLE XIX
BALANCE

Total Active
1

Version 4.6 - 50 Quarterly

Program:	Maternal, Child and Adolescent Health																
Agency:	201816 Kings																
Subk:																	
	UNMATCHED FUNDING													NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)	
	MCAH-TV			SIDS		AGENCY FUNDS			MCAH Cnty-N		MCAH Cnty-E						
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)				
	TOTAL FUNDING	%	TITLE V	%	SIDS	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*						
	ALLOCATION(S) →		111,238		3,000												

NOT ACTIVE

EXPENSE CATEGORY													
(I) PERSONNEL	263,105		83,638						48,911			130,556	
(II) OPERATING EXPENSES	14,536		9,199						4,322			1,015	
(III) CAPITAL EXPENDITURES													
(IV) OTHER COSTS	3,000				3,000								
(V) INDIRECT COSTS	57,883		18,401						39,482				
BUDGET TOTALS*	338,524	32.86%	111,238	0.85%	3,000			27.39%	92,715	38.87%	131,571		
	BALANCE(S) →												

TOTAL TITLE V	111,238	→	111,238	
TOTAL SIDS	3,000	→	3,000	
TOTAL TITLE XIX	145,036	→		[50%] 46,358 [75%] 98,678
TOTAL AGENCY FUNDS	79,250	→		[50%] 46,358 [25%] 32,893

\$	259,274	Maximum Amount Payable from State and Federal resources
WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.		
<i>[Signature]</i>	4/10/18	
MCAH/PROJECT DIRECTOR'S SIGNATURE	DATE	AGENCY FISCAL AGENT'S SIGNATURE DATE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	MCAH-TV	SIDS	AGENCY FUNDS	MCAH Cnty-N	MCAH Cnty-E
		53107	53112		53118	53117
(I) PERSONNEL		83,638			24,456	97,917
(II) OPERATING EXPENSES		9,199			2,161	761
(III) CAPITAL EXPENSES						
(IV) OTHER COSTS			3,000			
(V) INDIRECT COSTS		18,401			19,741	
Totals for PCA Codes	259,274	111,238	3,000		46,358	98,678

Program:	Maternal, Child and Adolescent Health														NOT ACTIVE	
Agency:	201816 Kings															
SubK:																
	UNMATCHED FUNDING															
	MCAH-TV			SIDS			AGENCY FUNDS			MCAH Cnty-N			MCAH Cnty-E			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)			
	TOTAL FUNDING		%	TITLE V		%	SIDS		%	Agency Funds*		%	Combined Fed/Agency*			

(II) OPERATING EXPENSES DETAIL														% TRAVEL NON-ENH MATCH		% TRAVEL ENH MATCH		% PERSONNEL MATCH										
														35.16%		49.33%		66.42%										
TOTAL OPERATING EXPENSES														14,536		9,199		4,322			1,015		Match Available			Total Non-E %	Total E %	Total % Non-E % E
TRAVEL	2,900	55.00%	1,595					10.00%	290	35.00%	1,015							10.00%	35.00%	45.00%								
TRAINING	4,295	100.00%	4,295																									
1 Office Expense / Postage	841	44.14%	371					55.86%	470									10.56%	55.86%	55.86%								
2 Communications	1,300	46.00%	598					54.00%	702									12.42%	54.00%	54.00%								
3 Information Services	5,200	45.00%	2,340					55.00%	2,860									11.42%	55.00%	55.00%								
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** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL													
TOTAL CAPITAL EXPENDITURES													

(IV) OTHER COSTS DETAIL														% PERSONNEL MATCH															
														66.42%															
TOTAL OTHER COSTS														3,000		3,000					Total Non-E %	Total E %	Total % Non-E % E						
SUBCONTRACTS																													
1																													
2																													
3																													
4																													
5																													
OTHER CHARGES																													
1	SIDS	3,000			100.00%	3,000																							
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5																													

Program:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
Agency:	201816 Kings		MCAH-TV		SIDS		AGENCY FUNDS		MCAH Cnty-N		MCAH Cnty-E			
SubK:	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)	
	TOTAL FUNDING	%	TITLE V	%	SIDS	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*			
(V) INDIRECT COSTS DETAIL														
TOTAL INDIRECT COSTS		57,883		18,401					39,482					
22.00% of Total Wages + Fringe Benefits		57,883	31.79%	18,401				68.21%	39,482					

(I) PERSONNEL DETAIL															
		TOTAL PERSONNEL COSTS		263,105		83,638					48,911		130,556		
		FRINGE BENEFIT RATE	39.00%	73,821		23,467					13,723		36,631		
		TOTAL WAGES		189,284		60,171					35,188		93,925		
INITIALS	TITLE OR CLASSIFICATION	% FTE	ANNUAL SALARY	TOTAL WAGES									J Pers MCF Per Staff	Staff Traveling (X)	
1	JJ SPHN/MCAH Admin Coord.	5.00%	98,803	4,940	37.80%	1,867				30.20%	1,492	32.00%	1,581	62.2%	X
2	BD PHN/MCAH Director	80.00%	88,556	70,845	37.80%	26,779				18.20%	12,894	44.00%	31,172	62.2%	X
3	MC Public Health Nurse/PSC	78.00%	78,956	61,593	5.00%	3,080				23.00%	14,166	72.00%	44,347	95.0%	X
4	DA Fiscal Specialist III	10.00%	62,483	6,248	47.80%	2,987				52.20%	3,261			62.2%	X
5	TL Office Assistant III	10.00%	38,743	3,874	47.80%	1,852				52.20%	2,022			62.2%	
6	MP Office Assistant II/Car Seat Tech	6.50%	58,358	3,793	100.00%	3,793								62.2%	
7	VAR CHA III/Car Seat Tech	7.50%	31,934	2,395	100.00%	2,395								62.2%	
8	VAR PHN/County Health Nurse	38.00%	88,556	33,651	49.00%	16,489				1.00%	337	50.00%	16,826	62.2%	
9	VAR Community Health Aide III	5.00%	38,903	1,945	47.80%	930				52.20%	1,015			62.2%	X
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Program:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)				
	Agency:	201816 Kings	MCAH-TV		SIDS		AGENCY FUNDS		MCAH Cnty-N		MCAH Cnty-E		(16)	(17)	
			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)			(15)
SubK:			TOTAL FUNDING	%	TITLE V	%	SIDS	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*		

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 6/29/2018

Agency Name: County of Kings, Kings County Dept. of Public Health

Contract/Agreement Number: 201816

Contract Term/Allocation Fiscal Year: 2018-19

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget.

_____ % Fixed Percent of:

Total Personnel Costs:

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

22% Fixed Percent of:

Total Personnel Costs:

Total Allowable Direct Costs:

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

_____ % Fixed Percent of:

Total Personnel Costs (Includes Fringe Benefits)

Total Personnel Costs (Excludes Fringe Benefits)

Total Allowable Direct Costs

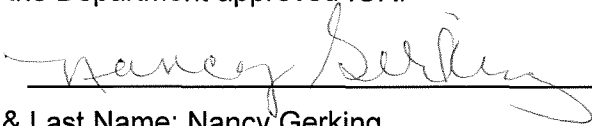
CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Signature: _____



Printed First & Last Name: Nancy Gerking _____

Title/Position: Fiscal Analyst II _____

Date: 6/29/2018

**HEALTH DEPARTMENT OF
Kings County
FISCAL YEAR 2015-2016
AUDITOR CERTIFICATION**

As the responsible official of the Health Department of Kings County, I hereby certify as to form and methodology that the costs and cost categories contained in this attached Indirect Cost Rate Submission for the Fiscal Year ending on 06/30/2016 are accurate and consistent with generally accepted accounting principles and prepared in conformance with Office of Management and Budget 2 CFR Part 200 Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards Final Guidance (78 FR 78589), formerly known as Budget Circular A-87, and now commonly referred to at the OMB Super Circular. The Super Circular is available at the electronic code of Federal Regulations website.

I further certify that, as to form and methodology: (1) no costs other than those incurred by the Grantee/Contractor, or allocated to the Grantee/Contractor via an approved central service cost allocation plan, were included in its indirect cost pool as finally accepted, and that such incurred costs are legal obligations of the Grantee/Contractor and allowable under the governing cost principles; (2) the same costs that have been treated as indirect costs have not been claimed as direct costs; and (3) similar types of costs have been accorded consistent accounting treatment

Auditor Controller (or Designee):

Robert Knudson

Print Name

Assistant Director of Finance

Title/Position



Signature

11-27-2017

Date

Robert.Knudson@co.kings.ca.us

E-mail Address

(559) 852-2464

Telephone Number

Central Accounting Services

Indirect Costs Rate Tool

ICR — Kings County (2018-2019)

Crosswalk

Salaries & Benefits (Sal&Ben)

County Description of Costs	County Cost	2 CFR Part 200 Description of Cost
REGULAR EMPLOYEES	\$5,235,006.00	Salaries
EXTRA HELP	\$39,598.00	Salaries
OVERTIME	\$24,825.00	Salaries
RETIREMENT	\$692,638.00	Benefits
HEALTH INSURANCE	\$593,605.00	Benefits
MANAGEMENT BENEFITS	\$23,611.00	Benefits
INSURANCE-WORK COMP	\$154,957.00	Benefits
UNEMPLOYMENT INSURANCE	\$708.00	Benefits
O.A.S.D.I.	\$384,746.00	Benefits
Total Salaries & Benefits	\$7,149,694.00	

Operating Expenses (OE&E)

County Description of Costs	County Cost	2 CFR Part 200 Description of Cost
CLOTHING AND PERS. SUPPLIES	\$15.00	Agency Expenses
COMMUNICATIONS	\$81,719.00	Telecommunication Costs
INSURANCE-MALPRACTICE	\$10,617.00	Insurance
MAINTENANCE-EQUIPMENT	\$15,643.00	Equipment Maintenance, Operations & Repairs
MAINTENANCE S I & G	\$179,989.00	Facilities Maintenance, Operations & Repairs
MEDICAL SUPPLIES	\$51,210.00	Office Supplies (Materials & Supplies)
LABORATORY SUPPLIES	\$92,019.00	Office Supplies (Materials & Supplies)
MEMBERSHIPS	\$13,787.00	Memberships, Subscriptions, and Professional Activity Costs
OFFICE EXPENSE	\$81,591.00	Office Supplies (Materials & Supplies)
BOOKS AND PERIODICALS	\$1,320.00	Office Supplies (Materials & Supplies)
RECORD STORAGE	\$4,149.00	Rental Costs of Buildings and Equipment
POSTAGE AND FREIGHT	\$14,257.00	Postage
OFFSET PRINTING/STORES	\$4,577.00	Duplication/Printing
COMPUTER SOFTWARE	\$136,235.00	Office Supplies (Materials & Supplies)
OFFICE EQUIPMENT	\$15,859.00	Office Supplies (Materials & Supplies)
PROFESSIONAL AND SPEC. SERVICE	\$84,912.00	Professional Services Contract
MED.DENTAL & LAB SVCS	\$11,881.00	Agency Expenses
LAB SERVICES	\$29,700.00	Agency Expenses
PROFESSIONAL LICENSE FEES	\$3,505.00	Agency Expenses
PHYSICIAN SERVICES	\$101,000.00	Professional Services Contract
PRE-BOOKING MEDICAL	(\$35,433.00)	Professional Services Contract
RENTS & LEASES-EQUIP	\$13,863.00	Rental Costs of Buildings and Equipment
RENTS & LEASES OF SOFTWARE	\$38,858.00	Rental Costs of Buildings and Equipment
RENT/OFFICE SPACE	\$154,151.00	Rental Costs of Buildings and Equipment

County Description of Costs	County Cost	2 CFR Part 200 Description of Cost
SMALL TOOLS AND INSTRUMENTS	\$7,075.00	Office Supplies (Materials & Supplies)
SPECIAL DEPARTMENTAL EXPENSE	\$161,162.00	Office Supplies (Materials & Supplies)
PURCHASING CHARGES	\$15,273.00	Purchasing
PUBLIC EDUC. MATERIALS	\$571.00	Office Supplies (Materials & Supplies)
INSERVICE TRAINING	\$45,962.00	Training
MOTOR POOL SERVICE	\$60,962.00	Travel
TRAVEL AND EXPENSE	\$69,371.00	Travel
UTILITIES	\$204,067.00	Utilities
C 24 HR CUSTODY MEDICAL	\$580,156.00	Professional Services Contract
MEDICAL COST/TRANSP/MAINT	\$1,687.00	Professional Services Contract
CONTRIB. TO OTHER GOVT. AGCY.	\$45,786.00	Agency Expenses
	\$0.00	Select category...
INFO TECH SERVICES	\$324,219.00	Information Technology
KPPF INITIATIVE	\$33,939.00	Agency Expenses
CASH SHORTAGES	\$31.00	Agency Expenses
Total Expenditures	\$2,655,885.00	

Grand total

The grand total of the Salaries & Benefits and the Operating Expenses is \$9,805,579.00

Schedule

Salaries & Benefits (Sal&Ben)

Description of Costs	Total LHD Costs	Total Excludable LHD Costs	Total LHD Allowable Direct Costs	LHD Allowable Indirect Costs	Difference	Agency Allowable Indirect Costs	County Allowable Indirect Costs FY15/16	Need to Balance	Remainder	Comment
(A)	(B)	(C)	(D)	(E)	(F)=(B)-(C+D+E)	(G)	(H)	(I)	(J) Needs to be zero	(K)
Salaries	\$5,299,429.00	\$0.00	\$4,446,285.00	\$853,144.00	\$0.00	N/A	N/A	N/A	N/A	
Benefits	\$1,850,265.00	\$0.00	\$1,533,700.00	\$316,565.00	\$0.00	N/A	N/A	N/A	N/A	
Other Salaries & Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	
Total Salaries & Benefits	\$7,149,694.00	\$0.00	\$5,979,985.00	\$1,169,709.00	\$0.00	N/A	N/A	N/A	N/A	

Operating Expenses (OE&E)

Description of Costs	Total LHD Costs	Total Excludable LHD Costs	Total LHD Allowable Direct Costs	LHD Allowable Indirect Costs	Difference	Agency Allowable Indirect Costs	County Allowable Indirect Costs FY15/16	Need to Balance	Remainder	Comment
(A)	(B)	(C)	(D)	(E)	(F)=(B)-(C+D+E)	(G)	(H)	(I)	(J) Needs to be zero	(K)
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Agency Expenses	\$124,857.00	\$0.00	\$90,747.00	\$34,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Auditor-Controller	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
County Administrator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
County Counsel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Defense and Prosecution of Criminal and Civil Proceedings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Depreciation and Use Allowances	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Duplication/Printing	\$4,577.00	\$0.00	\$4,511.00	\$66.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment (\$5k or more per item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment Maintenance, Operations & Repairs	\$15,843.00	\$0.00	\$15,843.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Facilities Maintenance, Operations & Repairs	\$179,989.00	\$0.00	\$131,027.00	\$48,962.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fines and Penalties	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Gains and Losses on Disposition of Depreciable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Idle Facilities and Idle Capacity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Information Technology	\$324,219.00	\$0.00	\$252,968.00	\$71,251.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Insurance	\$10,617.00	\$0.00	\$0.00	\$10,617.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Memberships, Subscriptions, and Professional Activity Costs	\$13,787.00	\$0.00	\$9,946.00	\$3,841.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Motor Pool	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Office Supplies (Materials & Supplies)	\$547,042.00	\$0.00	\$411,568.00	\$135,474.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Personnel Services or Human Resources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Postage	\$14,257.00	\$0.00	\$13,939.00	\$318.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Professional Services Contract	\$732,322.00	\$0.00	\$606,905.00	\$125,417.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Public Relations / Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Purchasing	\$15,273.00	\$0.00	\$13,488.00	\$1,785.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Description of Costs	Total LHD Costs	Total Excludable LHD Costs	Total LHD Allowable Direct Costs	LHD Allowable Indirect Costs	Difference	Agency Allowable Indirect Costs	County Allowable Indirect Costs FY15/16	Need to Balance	Remainder	Comment
(A)	(B)	(C)	(D)	(E)	(F)=(B) -(C+D+E)	(G)	(H)	(I)	(J) Needs to be zero	(K)
Rearrangement & Alteration Costs (Facilities)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Reconversion Cost (Facilities)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Rental Costs of Buildings and Equipment	\$211,021.00	\$0.00	\$210,762.00	\$258.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Risk Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Security	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Telecommunication Costs	\$81,719.00	\$0.00	\$70,979.00	\$10,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Training	\$45,962.00	\$0.00	\$39,462.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Travel	\$130,333.00	\$0.00	\$115,071.00	\$15,262.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Treasurer - Tax Collector	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Utilities	\$204,067.00	\$0.00	\$106,901.00	\$97,166.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Operating Costs	\$2,655,885.00	\$0.00	\$2,094,117.00	\$561,768.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Grand Totals

Description of Costs	Total LHD Costs	Total Excludable LHD Costs	Total LHD Allowable Direct Costs	LHD Allowable Indirect Costs	Difference	Agency Allowable Indirect Costs	County Allowable Indirect Costs FY15/16	Need to Balance	Remainder
(A)	(B)	(C)	(D)	(E)	(F)=(B) -(C+D+E)	(G)	(H)	(I)	(J) Needs to be zero
Grand Totals	\$9,805,579.00	\$0.00	\$8,074,102.00	\$1,731,477.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Checklist Assessment

Typical Central Service Costs	Departmental /Agency Indirect Costs? (Requires explanation if Yes)	Departmental /Agency Direct Costs?	Designated as Indirect Cost in Approved Countywide Cost Allocation Plan?	Need to Balance amount? (Requires explanation if Yes)	Assessment Clarifications and Comments
	+ EXPLANATION	+ EXPLANATION	+ EXPLANATION	+ EXPLANATION	+ EXPLANATION
Adjustments	No	No	No	No	
Public Health Department Administrative and Support Staff - Compensation of administrative and support staff is considered direct labor on a project or program for time devoted and identified specifically to the performance of that project or program. - Compensation of administrative and support staff is considered indirect labor for the time/cost incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited. - Upon request, provide an organizational chart to clarify the role of administrative and support staff in order for CDPH to determine if these costs are appropriately assigned to direct vs. indirect costs.	Yes	Yes	No	No	Our department has a Program Cost System that allows us to track all employee time for specific programs.
Audit	No	No	No	No	
Auditor-Controller	No	No	No	No	
County Administrator/County Executive Officer	No	No	No	No	
County Counsel	No	No	No	No	
Defense and Prosecution of Criminal and Civil Proceedings, and Claims (These costs are generally unallowable, but may be claimable under rare circumstances and in accordance with 2 CFR Part 200 principles. Please explain in column 5)	No	No	No	No	
Depreciation and Use Allowances (Depreciation is generally unallowable, but may be claimable under rare circumstances and in accordance with 2 CFR Part 200 principles. Please explain in column 5)	No	No	No	No	
Duplication/Printing (Publication and Printing Costs)	Yes	Yes	No	No	The duplicating costs are a direct charge to all individual units. The Administrative Unit's costs are included in the Indirect Costs
Equipment and Other Capital Expenditures (\$5,000 or more for a single item)	No	No	No	No	
Equipment Maintenance, Operations and Repairs	No	Yes	No	No	
Facilities Maintenance, Operations and Repairs (Includes grounds maintenance, janitorial services)	Yes	Yes	No	No	These costs are a direct charged to all individual units. The Administrative Units's costs are included in the Indirect Cost.
Fines and Penalties (These costs are generally unallowable, but may be claimable under rare circumstances and in accordance with 2 CFR Part 200 principles. Please explain in column 5)	No	No	No	No	
Gains and Losses on Disposition of Depreciable Property (These costs are generally unallowable, but may be claimable under rare circumstances and in accordance with 2 CFR Part 200 principles. Please explain in column 5)	No	No	No	No	
Idle Facilities and Idle Capacity (These costs are generally unallowable, but may be claimable under rare circumstances and in accordance with 2 CFR Part 200 principles. Please explain in column 5)	No	No	No	No	
Information Technology	Yes	Yes	No	No	IT costs to support solely Administrative staff is included as an Indirect Costs. Charges assigned to specific programs are included as a Direct Costs. Kings Co. Health Dept. does not participate in the Countywide Cost Allocation Plan.
Insurance	Yes	No	No	No	Malpractice Insurance is a Direct Charge to our Administration Unit only. Kings County is self insured, there are no other insurance premiums.
Memberships, subscriptions, and professional activity costs	Yes	Yes	No	No	Memberships, subscriptions and professional activity costs are charged to the specific program that incurred the cost.
Motor Pool	No	No	No	No	
Office Supplies (Materials and Supplies)	Yes	Yes	No	No	Office supplies are charged to each specific program as a direct cost. Only the Administrative unit is an Indirect Cost.
Other Cost (These cost should be minimal and a detailed justification will be required if this exceeds 5% (CAP or other Costs) % of the total)	No	No	No	No	
Personnel Services or Human Resources	No	No	No	No	
Postage	Yes	Yes	No	No	Postage is charged as a direct cost. Only the Administrative unit is an Indirect Cost.
Professional Services Contract (Costs of professional and consultant services rendered by persons who are members of a particular	Yes	Yes	No	No	The cost shown as a Professional Service is a direct charge each individual unit. Only the Administrative Unit is shown as an Indirect Charge.



KAREN SMITH, MD, MPH
Director & State Health Officer

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



EDMUND G. BROWN JR.
Governor

January 31, 2018

Edward D. Hill
Director of Public Health Services
Kings County
330 Campus Dr.
Hanford, CA, CA 93230

Dear Edward D. Hill:

Thank you for submitting your Indirect Cost Rate (ICR) documentation to the California Department of Public Health (CDPH). CDPH is excited to have a standardized process that allows each Local Health Department (LHD) to use the negotiated ICR for all contracts, unless the ICR is otherwise designated by state or federal statutes, regulations, or specific grant guidelines, with CDPH.

For Fiscal Year (FY) 2018-19, CDPH has accepted the documentation you have provided and, on a one-year basis, will approve your ICR proposal as follows:

25.0% calculated based on Salaries, Wages and Fringe Benefits

Please note, the rate you provided was approved up to the maximum allowed by CDPH policy (up to 25% for ICR calculated based on Salaries, Wages and Fringe Benefits and up to 15% for ICR calculated based on Total Allowable Direct Costs).

We look forward to working with you to document your approved ICR in CDPH contracts with a start date of July 1, 2018, or later.

If you have any questions, contact CDPH at CDPH-ICR-Mailbox@cdph.ca.gov.

Thank you,

Jaana H. Brown, Accounting Section Chief
California Department of Public Health

Budget Line: 10

DUTY STATEMENT

Health Jurisdiction: Kings County
Program: Maternal, Child and Adolescent Health
Program Position: COMMUNITY HEALTH AIDE
County Job Specification: Community Health Aide

General Responsibilities

Under the general direction of the MCAH Director, is responsible for assisting professional staff in delivery of services to clients and to perform related work as required for early access to prenatal care for all pregnant women, especially those who are MediCal eligible and to families with children who are eligible for state-funded health coverage through MediCal.

Specific Duties

Conducting activities that directly support SPMP functions to the extent that the non-professional can be responsible for performing functions directly necessary for carrying out of the professional medical responsibilities of a SPMP.

Provide clerical services directly necessary for carrying out the professional medical responsibilities and function codes of a SPMP.

May make independent, unaccompanied home visits under SPMP guidance.

Provides information to low income individuals and families concerning the nature, availability and potential benefits of public health services.

Prepares health information materials and program materials.

Collects Medi-Cal information and verifies eligibility.

Provides specialized health education to clients according to protocols.

Assists in the preparation and maintenance of patient and clinic records.

Deliver and explain use of program vouchers.

Completes and processes forms for clinic records.

Assists in establishing and maintaining favorable relationships between the Health Department and the community served.

May utilize bilingual skills in performance of job duties.

DUTY STATEMENT

Health Jurisdiction: Kings County
Program: Maternal, Child and Adolescent Health
Program Position: PUBLIC HEALTH NURSE/COUNTY HEALTH NURSE
County Job Specification: Public Health Nurse/County Health Nurse

General Responsibilities

Under the general direction of the MCAH Director, to provide preventive nursing services specific to the promotion of preconception health, child and maternal health, SIDS prevention, and breastfeeding in Kings County. The nurses will also address case management functions related to children with special health care needs. This position must be SPMP qualified.

Specific Duties

Promotes, develops and coordinates professional and community resources to serve the multi-disciplinary needs of women of childbearing years and their partners, including their families.

Identifies and interacts with health care providers, key informants in the community, coalitions, etc., for the purpose of sharing analyses of local vital statistics, identifying at risk populations and conducting surveys to assess health needs in the community.

Identifies barriers to the provision of health and human services for MCAH population.

Participates in outreach activities that improve community health indicators for women and their partners, children, and their families.

Assist individuals eligible for Medi-Cal to enroll in the Medi-Cal program.

Assist individuals on Medi-Cal to access Medi-Cal Services.

Provides consultation and technical assistance in the design, development, and review of health related professional materials.

Provides on-going liaison with the community and health care providers around issues of preventive health services, medical care, and program policy and regulations.

Educates the health care providers and the community about the components of preconception and interconception health, the reproductive life plan, SIDS prevention, CCS, and breastfeeding.

Coordinate referrals from CCS related to denied CCS clients or clients being processed, such as premature infants.

DUTY STATEMENT

Health Jurisdiction: Kings County
Program: Maternal, Child and Adolescent Health
Program Position: HEALTH EDUCATOR/CAR SEAT COORDINATOR
County Job Specification: Health Educator

General Responsibilities

The Health Educator will assist and participate in public health educational programs specific to the car seat program under the general direction of the MCAH Director.

Specific Duties

Assists in developing, organizing, implementing, and evaluating health promotional activities, education needs and resources pertaining to car seat safety targeting the community, schools and the health care providers.

Promotes, develops, and coordinates professional and community resources to serve the multi-disciplinary needs of the community's use of car seats.

Identifies and interacts with key informants in the community, coalitions, etc., for the purpose of sharing information about the use of car seat safety, identifying at-risk populations and conducting surveys to assess health needs in the community.

Participates in outreach activities that improve prevention negative outcomes in regards to car safety use.

Participates in quality assurance activities to determine the effectiveness of health education methods and techniques that improve the community health indicators for children and their families.

Provides consultation and technical assistance in the design, development, and review of health related professional materials.

Prepares public information material including reports, bulletins, and news releases.

Assists and participates in workshops, seminars, and discussion groups around car seat safety.

Establishes collaborative relationships and confers with community groups, agencies, and individuals in developing and presenting health promotion programs and activities relating to car seat safety.

Budget Line: 7

DUTY STATEMENT

Health Jurisdiction: Kings County

Program: Maternal, Child and Adolescent Health

Program Position: COMMUNITY HEALTH AIDE/CAR SEAT TECHNICIAN

County Job Specification: Community Health Aide

General Responsibilities

Under direction of the MCAH Director and Car Seat Coordinator, the MCAH Car Seat Technician will assist and participate in public health educational programs specific to the car seat program.

Specific Duties

Assist in promoting, organizing, and implementing car seat safety resources and education within the community. Evaluate educational needs pertaining to car seat safety among community members, providers, and schools.

Promote, develop, and coordinate professional and community resources to serve the multi-disciplinary needs of the community's use of car seats.

Identify and interact with key informants in the community, coalitions, etc., for the purpose of sharing information about the use of car seat safety, identifying at-risk populations, and conducting surveys to assess health needs in the community.

Participate in outreach activities pertaining to car seat safety in order to improve prevention and reduce negative outcomes.

DUTY STATEMENT

Health Jurisdiction: Kings County
Program: Maternal, Child and Adolescent Health
Program Position: OFFICE ASSISTANT
County Job Specification: Office Assistant

General Responsibilities

Under direct supervision of the MCAH Administrative Coordinator and general direction of the MCAH Director, the Office Assistant III provides direct clerical support to the MCAH Administrative Coordinator, MCAH Director and Perinatal Services Coordinator. This senior clerical position will perform a wide variety of complex/difficult clerical office and staff support assignments.

Specific Duties

Provides clerical support to the MCAH Director and the Perinatal Services Coordinator.

Assists MCAH Director and Perinatal Services by preparing flyers, brochures, and other marketing items to the public for services and events.

Assists MCAH Director and Perinatal Services Coordinator with Annual MCH report preparation.

Assists MCH Director and Perinatal Services Coordinator with training and conference preparation. This includes, but is not limited to, registering participants, making sign-in sheets, certificates, gathering and printing materials and set up for the event.

Assists with producing flyers, brochures, handouts, etc. for outreach to the community in events or for public health messages.

DUTY STATEMENT

Health Jurisdiction: Kings County
Program: Maternal, Child and Adolescent Health
Program Position: FISCAL SPECIALIST
County Job Specification: Fiscal Specialist

General Responsibilities

Under the direct supervision of the Health Department Fiscal Analyst III and general direction of the MCAH Administrative Coordinator and MCAH Director, assists in compiling quarterly time study information for MCAH program personnel, assists with budget preparation and prepares quarterly invoices.

Specific Duties

Assists in preparing the budget.

Assists in compiling quarterly time study information for the MCAH program.

Tracks MCAH expenses and allocates to appropriate line item in MCAH budget.

Tracks personnel costs and summarizes them according to FFP function codes.

Processes quarterly invoices for the MCAH program.

Provides fiscal consultation regarding FFP activities to program staff.

Perinatal Services Coordinator (continued)

Specific Duties

Informs the perinatal community, including providers and other health and human service providers about local status and trends of perinatal outcomes and their relationship to the MCAH County Plan.

Identifies and addresses barriers to care and to the delivery of appropriate and timely prenatal care.

Collaborates with providers to extend CPSP care to all pregnant women at or below 200% of poverty.

Educates providers and the community about CPSP and needs of the target population.

Processes applications for those eligible providers desiring to become CPSP providers.

Provides consultation and technical assistance to prenatal care providers in the implementation of Title 22, CCR Sections 51170 et seq. relating to comprehensive perinatal services.

Provides consultation to professional staff about medical conditions identified within the CPSP population.

Performs quality assurance activities with CPSP providers. Examples of QA activities include:
a. improving office/administrative systems to track client follow-up and completion of referrals;
b. care coordination and resource utilization; c. chart reviews and follow-up; d. observing provider staff performing a CPSP service or client interview; e. administrative review of protocols/policies, and addressing safety net support for pregnant and postpartum women.

Facilitates meeting the needs of providers for updated materials, resources and information on CPSP and the needs of the target population.

Works with the perinatal community including medical and social services providers to reduce barriers to care, avoid duplication of services and improve communication.

Fill the role of the SIDS Coordinator. Provide or coordinate education about SIDS, grief counseling and what can be done to reduce the risk of SIDS. Ensure contact with the families and reports are made to the state, per protocols and procedures.

DUTY STATEMENT

Health Jurisdiction: Kings County
Program: Maternal, Child and Adolescent Health
Program Position: PERINATAL SERVICES COORDINATOR
County Job Specification: County Health Nurse

General Responsibilities

Under the general direction of the MCAH Director, to provide preventive nursing services specific to the promotion and education of preconception and perinatal health and breastfeeding in Kings County. This position must be SPMP qualified.

Specific Duties

Promotes, develops and coordinates professional and community resources to serve the multi-disciplinary needs of women of childbearing years and their partners including their families.

Identifies and interacts with health care providers, key informants in the community, coalitions, etc., for the purpose of sharing analyses of local vital statistics, identifying at risk populations and conducting surveys to assess health needs in the community.

Identifies barriers to the provision of health and human services for MCAH population.

Participates in outreach activities that improve community health indicators for women and their partners, children, and their families.

Participates in quality assurance activities that improve community health indicators for women and their partners, children and families.

Provides consultation and technical assistance in the design, development, and review of health related professional materials.

Provides on-going liaison with the community and health care providers around issues of preventive health services, medical care, and program policy and regulations.

Educates the health care providers and the community about the components of preconception and interconception health, the reproductive life plan, and breastfeeding.

Monitors perinatal data assessing the adequacy of the obstetrical provider network and its ability to meet the needs of the target population.

MCAH Director (continued)

Specific Duties

Participates in quality assurance activities that improve community health indicators for women, children and families.

Develops and implements the MCAH plan, including the scope of work, in accordance with State regulations, standards and guidelines.

Provides program direction to staff.

Participates in development of budgets and monitors program expenditures.

Drafts, analyzes, and/or reviews reports, documents and correspondence.

Provides consultation and technical assistance in the design, development, and review of health related professional materials.

Provides ongoing liaison with Medi-Cal providers around issues of treatment, health assessment, preventive health services, and medical care, and program policy and regulations.

Develops advisory or work groups of other skilled professional to provide program consultation.

Attends MCAH Directors meetings, statewide planning meetings, and Regional Consultation Section visits.

Provides direction to MCAH programs, including PSC, and toll-free telephone service.

Monitors perinatal data assessing the adequacy of the obstetrical provider network and its ability to meet the needs of the target population.

DUTY STATEMENT

Health Jurisdiction: Kings County
Program: Maternal, Child and Adolescent Health
Program Position: MCAH DIRECTOR
County Job Specification: Public Health Nurse/County Health Nurse

General Responsibilities

Under direction of the Deputy Health Director, Nursing and Community Services and Supervising PHN, the MCAH Director shall have the general responsibility and authority to plan, implement, evaluate, coordinate and manage MCAH services in Kings County. This position must be SPMP qualified.

Specific Duties

Promotes, develops, and coordinates professional and community resources that will serve the multidisciplinary needs of women of childbearing years and their families.

Monitors local health status indicators using standardized data template forms.

Identifies and interacts with health care providers, key informants in the community, coalitions, etc., for the purpose of sharing analyses of local vital statistics, identifying at-risk populations and conducting surveys to assess health needs in the community.

Identifies barriers to the provision of health and human services for MCAH populations.

Participates in MCH Branch sponsored training on data sources, data management, data analysis, and program planning.

Develops policies and programs using the needs assessment to implement effective interventions.

Develops plans and directs resources consistent with program goals and objectives.

Maintains the agency's toll-free telephone line to assure access into services for women and children and appropriate referral to needed health and human services.

Coordinates all MCAH outreach services from various programs to prevent duplication of services.

Participates in outreach activities that improve community health indicators for women, children, and families.

MCAH Administrative Coordinator (continued)

Specific Duties

Participates in quality assurance activities that improve community health indicators for women, children and families.

Develops and implements the MCAH plan, including the scope of work, in accordance with State regulations, standards and guidelines.

Provides supervision of staff.

Participates in development of budgets and monitors program expenditures.

Drafts, analyzes, and/or reviews reports, documents, and correspondence.

Provides consultation and technical assistance in the design, development, and review of health related professional materials.

Provides ongoing liaison with Medi-Cal providers around issues of treatment, health assessment, preventive health services, and medical care, and program policy and regulations.

Develops advisory or work groups of other skilled professional to provide program consultation.

Conducts periodic review of protocols.

Attends MCAH Directors meetings, statewide planning meetings, and Regional Consultation Section visits.

Oversees all MCAH programs, including PSC, and toll-free telephone service.

DUTY STATEMENT

Health Jurisdiction: Kings County
Program: Maternal, Child and Adolescent Health
Program Position: MCAH ADMINISTRATIVE COORDINATOR
County Job Specification: Supervising Public Health Nurse

General Responsibilities

Under direction from the Deputy Health Director of Nursing and Community Services, the MCAH Administrative Coordinator has the general responsibility and authority to plan, implement, evaluate, coordinate and manage MCAH services in Kings County. This position must be SPMP qualified.

Specific Duties

Coordinate with the MCAH Director and the Perinatal Services Coordinator (PSC) in the development of the Kings County MCAH Community Health Assessment and Local Plan.

Promotes, develops and coordinates professional and community resources to serve the multidisciplinary needs of women of childbearing years and their families.

Identifies and interacts with health care providers, key informants in the community, coalitions, etc., for the purpose of sharing analyses of local vital statistics, identifying at-risk populations and conducting surveys to assess health needs in the community.

Identifies barriers to the provision of health and human services for MCAH populations.

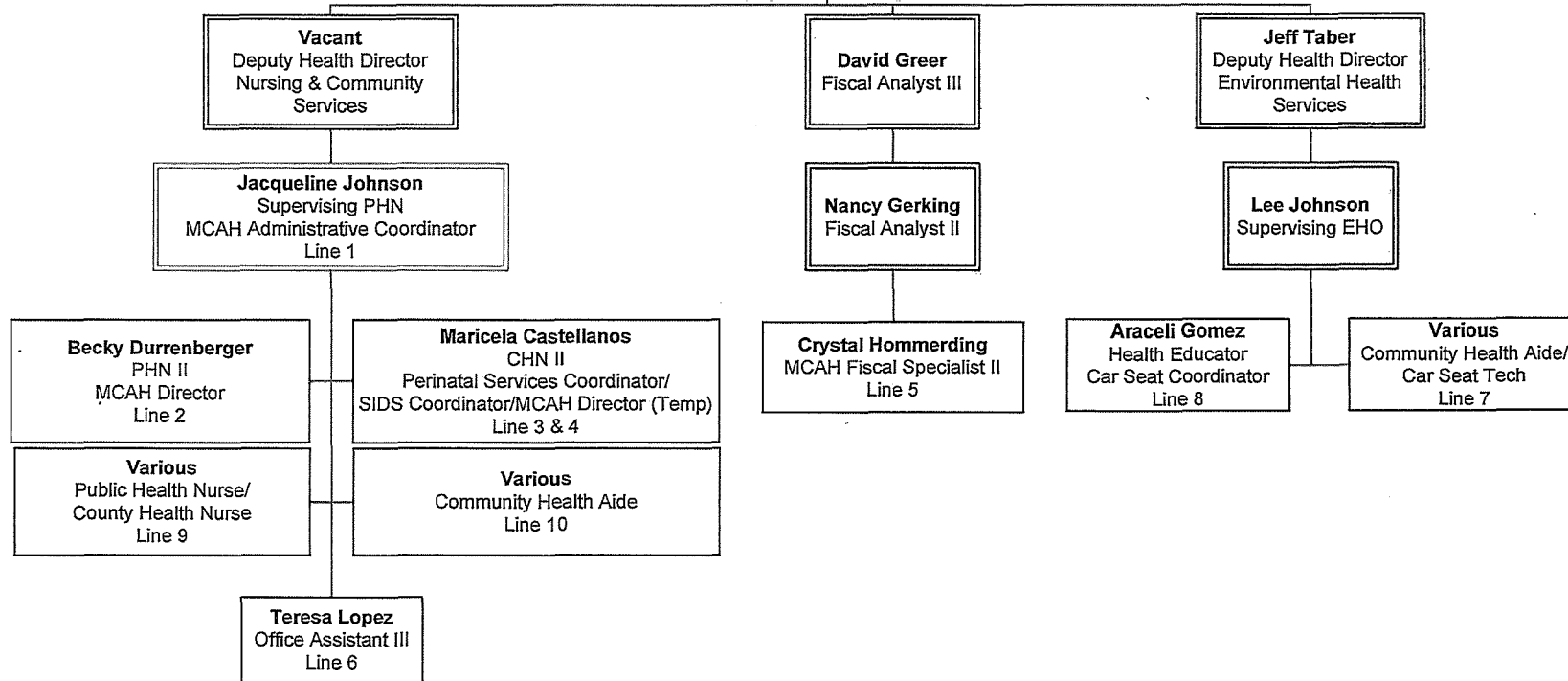
Participates in MCH Branch sponsored training on data sources, data management, data analysis, and program planning.

Develops policies and programs using the needs assessment to implement effective interventions.

Develops plans and directs resources consistent with program goals and objectives.

Participates in outreach activities that improve community health indicators for women, children and families.

Edward Hill
Director of Public Health



**KINGS COUNTY
DEPARTMENT OF PUBLIC HEALTH**

**Organizational Chart
Fiscal Year 2017-2018**

Edward Hill
Director of Public Health

Milton Teske, M.D.
Health Officer

Rachel Gregg
Executive Secretary

Jeff Taber
Deputy Health
Director

VACANT
Deputy Health
Director

James Spolsdoff
Lab Director

Elizabeth Gazarek
Management
Analyst

David Greer
Fiscal Analyst III

Lee Johnson
Supervising
Environmental
Health Officer

Environmental Health
Services
Health Education

Jessica Reyes
Public Health Office
Manager

Environmental Health
Reception

Scott Waite
First 5

First 5
Kings County

Michelle Bieber
Nutrition Services
Manager

WIC

Jacqueline Johnson
Supervising PHN

CPSP

MCAH

Field Nursing

Marjorie Batin
Senior PHN

HCPCFC
(Foster Care)

CCS

CHDP

VACANT
Physician Assistant-C/
Nurse Practitioner

HIV/AIDS

TB

Pre-Employment

Immunizations

STD

Communicable
Disease

Pam Kirchert
Public Health Office
Supervisor

Health Information
Management

Laboratory

Accreditation

Vital Statistics

Healthcare Business
Applications
Specialist

PHEP

Fiscal



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

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



EDMUND G. BROWN JR.
Governor

October 3, 2017

Debbie Grice, BSN, MPA
Deputy Health Director of Nursing and Community Services
Kings County Department of Public Health
330 Campus Drive
Hanford, CA 93230

Dear Ms. Grice:

**MCAH ALLOCATION: #2017-16
APPROVAL AND FTE WAIVER FOR THE INTERIM MCAH DIRECTOR AND
COORDINATOR IN KINGS COUNTY**

The request dated September 22, 2017 for approval and waiver to allow Maricela Castellanos, RN, CHN II, to serve as the Interim Maternal, Child and Adolescent Health (MCAH) Director at 0.30 Full-Time Equivalent (FTE) and Jacqueline Johnson, BSN, SPHN, to continue to serve as the MCAH Coordinator at 0.15 FTE, for a total of 0.45 FTE, instead of the 0.75 FTE as required per MCAH Policies and Procedures, has been approved beginning February 2018.

The approval/waiver is based on the following: 1) Ms. Durrenberger, currently the MCAH Director, will begin military deployment in February 2018 through January 2019 and will resume her position when she returns; 2) Ms. Castellanos will be the main contact and have administrative responsibility for the MCAH Program and will also serve as the Perinatal Services Coordinator at 0.50 FTE; and 3) Ms. Johnson will assist the MCAH Director to complete Scope of Work activities.

This approval/waiver is applicable for as long Maricela Castellanos and Jacqueline Johnson occupy the positions of MCAH Director and MCAH Coordinator respectively, Kings County maintains the staffing levels described above, and the needs of the population and the program are met.

Please keep a copy of this approval/waiver letter in your MCAH files for audit purposes.

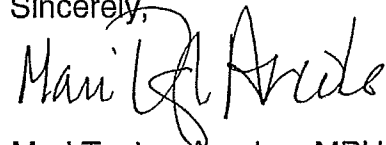
Please submit a copy with each MCAH Agreement Funding Application.



Debbie Grice
Page 2
October 3, 2017

If there are any questions about this letter, please contact your Nurse Consultant, Paula Curran, at (916) 650-6794.

Sincerely,



Mari Taylan-Arcoleo, MPH, Chief
Program, Policy and Promotion Section
Maternal, Child and Adolescent Health Division

cc: Clairssa Tsang
Contract Manager
Allocations and Matched Funding Unit
Program Allocations, Integrity & Support Branch
Maternal, Child and Adolescent Health Division

Paula Curran, PHN, MHA
Nurse Consultant III
Program Standards Branch
Maternal, Child and Adolescent Health Division

MCAH Central File

California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Program
Scope of Work (SOW)

IMPORTANT: By clicking this box, I agree to allow the state MCAH Program to post my Scope of Work on the CDPH/MCAH website.

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals and objectives in this MCAH SOW incorporate local problems identified by LHJs 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local 5-Year Needs Assessment identified problems that LHJs may address in their 5-Year Action Plans. The LHJ 5-Year Action Plans will then inform the development of the annual MCAH SOW.

All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures. In addition, each LHJ is required to develop at least two objectives in Goal 1, one to address the health of reproductive age women and one to address the needs of pregnant women and two objectives for Goal 3, a SIDS/SUID objective and an objective to improve infant health. LHJs that receive FIMR funding will perform the activities in the shaded area in Goal 3.5, including one objective addressing fetal, neonatal, post-neonatal and infant deaths. In the second shaded column of 3.5a, Intervention Activities to Meet Objectives, insert the number and percent of cases that will be reviewed for the fiscal year. Lastly, if resources allow, LHJs should develop additional objectives, which can be placed under any of the Goals 1-5. All activities in this SOW must take place within the fiscal year. Please see the [MCAH Policies and Procedures Manual](#) for further instructions on completing the SOW.

The development of this SOW was guided by several public health frameworks including the ones listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- The Ten Essential Services of Public Health
- The Spectrum of Prevention
- Life Course Perspective
- The Social-Ecological Model
- Social Determinants of Health
- Strengthening Families

All Title V programs must comply with the MCAH Fiscal Policies and Procedures Manual which is found on the CDPH/MCAH website

CDPH/MCAH Division expects each LHJ to make progress towards Title V State Performance Measures and Healthy People 2020 goals. These goals involve complex issues and are difficult to achieve, particularly in the short term. As such, in addition to the required activities to address Title V State Priorities, and Title V and State requirements, the MCAH SOW provides LHJs the opportunity to develop locally determined objectives and activities that can be realistically achieved given the scope and resources of local MCAH programs.

LHJs are required to comply with requirements as stated in the MCAH Program Policies and Procedures Manual, such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications, and completing Annual Reports.

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

Goal 1: Improve access to and utilization of comprehensive, quality health and social services

The shaded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Objective 1.1</p> <p>All women of reproductive age, pregnant women, infants, children, adolescents and youth with special health care needs (CYSHCN) will have access to needed and preventive, medical, dental, and social services by:</p> <ul style="list-style-type: none"> Targeting outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits² Decreasing Medi-Cal eligible women, children, post-partum women without insurance¹ 	<p>Assessment</p> <p>1.1.a</p> <ul style="list-style-type: none"> i. Identify and monitor the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CYSHCN, including the social determinants of health and access/barriers to the provision of: <ul style="list-style-type: none"> Preventive, medical, dental, and social services ii. Review data books and monitor trends over time, geographic areas and population group disparities iii. Annually, share your data with key local health department leadership 	<p>1.1.a</p> <ul style="list-style-type: none"> i. This deliverable will be fulfilled by completing and submitting your Community Profile with your Agreement Funding Application each year ii. Briefly describe process for monitoring and interpreting data iii. Report the date data shared with the key health department leadership. Briefly describe their response, if significant. 	<p>1.1.a</p> <p>Nothing is entered here.</p>

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Goal 1: Improve access to and utilization of comprehensive, quality health and social services

The shaded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.1.b Participate in collaboratives, coalitions, community organizations, etc., to review data and develop policies and products to address social determinants of health and disparities.	1.1.b Report the total number of collaboratives with MCAH staff participation. Submit online Collaborative Surveys that document participation, objectives, activities and accomplishments of MCAH – related collaboratives.	1.1.b List policies or products developed to improve infrastructure that address MCAH priorities.
	Policy Development 1.1.c i. Review, revise and enact protocols or policies that facilitate access to Medi-Cal, California Children’s Services (CCS), Covered CA, and Women, Infants, and Children (WIC)	1.1.c i. List types of protocols or policies developed or revised to facilitate access to health care services.	1.1.c i. List formal and informal agreements in place including Memoranda of Understanding with Medi-Cal Managed Care Plans (MCP) or other organizations that address the needs of mothers and infants

¹ 2016-2020 Title V State Priorities
² MCH Title V Block Grant Requirements
³ State Requirements

Goal 1: Improve access to and utilization of comprehensive, quality health and social services

The shaded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	ii. Develop and implement protocols to ensure all clients in MCAH programs are enrolled in a health insurance plan, linked to a provider, and complete an annual visit. Protocols include the following key components: <ul style="list-style-type: none"> • Assist clients to enroll in health insurance • Link clients to a health care provider for a preventive and/or medical visit • Develop a tracking mechanism to verify that the client enrolled in health insurance, completed a preventive or well medical visit 	ii. Briefly describe the key components of the protocols developed to ensure all clients in MCAH programs are enrolled in insurance or a health plan, linked to a provider and complete an annual preventative and/or medical visit.	ii. Describe the impact of protocols or policy and systems changes that facilitate access to Medi-Cal, CCS, Covered CA, and WIC.
	Assurance 1.1.d Participate in and/or deliver trainings in MCAH and public health competencies and workforce development as resources allow	1.1.d List trainings attended or provided and numbers attending	1.1.d Nothing is entered here

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Goal 1: Improve access to and utilization of comprehensive, quality health and social services

The shaded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.1.e Conduct activities to facilitate referrals to Medi-Cal, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage ²	1.1.e Describe activities to ensure referrals to health insurance, programs and preventive visits	1.1.e Report the number of referrals to Medi-Cal, Covered CA, CCS, or other low/no-cost health insurance or programs.
	1.1.f Provide a toll-free or "no-cost to the calling party" telephone information service and other appropriate methods of communication, e.g., local MCAH Program web page to the local community ² to facilitate linkage of MCAH population to services	1.1.f Describe the methods of communication, including the, cultural and linguistic challenges and solutions to linking the MCAH population to services	1.1.f Report the following: <ul style="list-style-type: none"> • Number of calls to the toll-free or "no-cost to the calling party" telephone information service • The number of web hits to the appropriate local MCAH Program webpage

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

Goal 1.2: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for reproductive age women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHM is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.2, 1.2a, 1.2b, 1.2c, 1.2d, etc.</i></p>			
<p>Objective 1.2</p> <p>By June 30, 2019 Kings County will see a 10% decrease to current rate of of STI's: Syphilis 112, Gonorrhea 151, Chlamydia 879 for women between the ages of 12-29.</p>	<p>1.2a</p> <ul style="list-style-type: none"> • Work with inter-agency Intervention & Prevention program to monitor STI trends and to identify what populations are affected. • Identify community partners and state agencies to reinforce educational awareness (clinics, medical managed care plans, Reproductive Sexual Health workgroup, California Health Collaborative, Kings Partnership for prevention). • Identify community resources which provide free or low- cost condoms. • Work to develop and app to provide information on STI's that would include: <ul style="list-style-type: none"> ○ STI statistics for Kings County ○ Where to get confidential testing at various locations throughout Kings 	<p>1.2a</p> <ul style="list-style-type: none"> • Quarterly meetings with I&P, midlevel, and Health Officer to monitor trends and identify at-risk population • Provide local health care clinics, CPSP providers, school nurses, community coalition partners with Kings County STI statistics • An STI fact sheet / brochure will be included with package of condoms dispensed • Identify minimum 2 locations per city in Kings County where free condoms may be dispensed. 	<p>1.2a</p> <p>Number of new incidences of STI's decreased by (actual percentage here).</p>

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Goal 1.2: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for reproductive age women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.2, 1.2a, 1.2b, 1.2c, 1.2d, etc.</i></p>			
	<ul style="list-style-type: none"> County <ul style="list-style-type: none"> o Where to get free condoms at various locations through-out Kings County. o Links to online resources that can provide additional information (CDC) o Work with agencies to identify the at-risk STI population to educate and reinforce preventative measures (I&P clinic, school nurses) 		

¹ 2016-2020 Title V State Priorities
² MCH Title V Block Grant Requirements
³ State Requirements

Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Objective 1.3</p> <p>All women will have access to quality maternal and early perinatal care, including CPSP services for Medi-Cal eligible women by:</p> <ul style="list-style-type: none"> • Increasing first trimester prenatal care initiation¹ • Increasing postpartum visit¹ • Increasing access to providers that can provide the appropriate services and level of care for reproductive age women¹ 	<p>Assurance</p> <p>1.3a</p> <ul style="list-style-type: none"> i. Develop MCAH staff knowledge of the system of maternal and perinatal care ii. Develop a comprehensive resource and referral guide of available health and social services iii. Attend the yearly CPSP statewide meeting iv. Conduct local activities to facilitate increased access to early and quality perinatal care 	<p>1.3a</p> <p>Report the following:</p> <ul style="list-style-type: none"> i. List of trainings received by staff on perinatal care, such as roundtables, regional meetings, collaborative work ii. Submit resource and referral guide iii. Date and attendance at the CPSP yearly meeting iv. List activities implemented to increase access of women to early and quality perinatal care. Identify barriers and opportunities to improve access to early and quality perinatal care 	<p>1.3a</p> <p>Provide the number and describe the outcomes of:</p> <ul style="list-style-type: none"> • Roundtable meetings • Regional meetings • Other maternal and perinatal meetings

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>1.3.b Outreach to perinatal providers, including Medi-Cal Managed Care</p> <ul style="list-style-type: none"> i. Enroll in CPSP (Fee-for-Service and FQHC/RHC/IHC providers) ii. Identify and work with MCP liaisons to provide CPSP comparable services iii. Assist MCP providers to provide CPSP comparable services 	<p>1.3.b</p> <ul style="list-style-type: none"> i. Enroll FFS and FQHC/RHC/IHC providers Identify the MCP liaison(s). ii. Work with MCP(s) to provide CPSP comparable services iii. Work with MCP providers to provide CPSP comparable services 	<p>1.3.b Nothing is entered here</p>
	<p>1.3.c Coordinate perinatal activities between MCAH and the Regional Perinatal Programs of California (RPPC) to improve maternal and perinatal systems of care, including coordinated post-partum referral systems for high-risk mothers and infants upon hospital discharge</p>	<p>1.3.c List number of meetings attended to facilitate coordination of activities between RPPC and MCAH and briefly describe outcomes</p>	<p>1.3.c Nothing is entered here.</p>

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>1.3.d Conduct technical assistance and face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers or managed care providers in collaboration with MCP(s) liaison to ensure that CPSP services are implemented and protocols are in place</p>	<p>1.3.d Report the number of CPSP provider technical assistance activities conducted by phone or email</p> <p>Report the number of QA/QI face-to-face site visits conducted with:</p> <ul style="list-style-type: none"> • Enrolled CPSP providers • MCPs providers (with MCP liaison(s)) • Number of chart reviews <p>List common problems or barriers and successful interventions</p>	<p>1.3.d Describe the results of technical assistance provided by phone or email</p> <p>Describe the results of QA/QI activities that were conducted with:</p> <ul style="list-style-type: none"> • Enrolled CPSP providers • MCPs providers (with MCP liaison(s)) • Summary of findings from the chart reviews

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.4, 1.4a, 1.4b, 1.4c, 1.4d, etc.</i></p>			
<p>Objective 1.4</p> <ul style="list-style-type: none"> Will help improve birthing outcomes for pregnant adolescent women between the ages of 15-17 by: <ul style="list-style-type: none"> having a PHN follow the teen through pregnancy and the immediate postpartum period. 	<p>1.4</p> <ul style="list-style-type: none"> All pregnant teens who are receiving services through Field Nursing will be referred for enrollment into Medi-cal Managed Care program. Create protocols and pregnant teen kit that is relevant to each trimester of pregnancy and postpartum. Work with School nurses, Foster care nurses, OB clinics, WIC, faith-based organizations, Juvenile Detention nurse, to advise of existence of program and referral process. Collaborate with clinics in Kings County to help designate clinic hours specific to the pregnant teens. Work with CPSP providers to ensure enrollment of client into CPSP program. 	<p>1.4</p> <ul style="list-style-type: none"> Every client referred will be assigned to a PHN that will follow client through-out pregnancy. Field Nursing, Community Health Nurses will make a minimum of 4 visits through-out pregnancy Client will be provided with a teen pregnancy kit which will include curriculum that is age appropriate, and will include online resources, that can provide additional information at every visit. Every client will receive an evaluation upon program completion for quality improvement of program. Minimum one OB clinic per city in Kings County will designate clinic hours that are specific to the pregnant teen. 	<p>1.4</p> <ul style="list-style-type: none"> Actual number of pregnant teens that were referred for Field Nursing services.

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

<p>Objective 1.5</p> <p>By June 30, 2019, identify community partners and services available to address Perinatal Mood and Anxiety Disorders to establish a clear process to ensure pregnant women depression screening.</p>	<p>1.5</p> <ul style="list-style-type: none"> • Develop relationships and engage community partners, WIC and CPSP staff • Provide providers updated information and data on PMAD and the importance of regular assessment throughout pregnancy • Assess adequacy of current screening practices and referrals to mental health services • Identify adequacy and need for additional resources to address PMAD • Provide OB and CPSP providers with a survey to identify barriers and analyze where improvements could be made to screening tools, referral practices, treatment resources • Engage Managed Care medi-cal plans for availability of additional resources for the medi-cal population 	<p>1.5</p> <ul style="list-style-type: none"> • Describe collaborative process to support screening of all pregnant women and post-partem women for PMAD. • Identify one resource per city in Kings County who can provide Mental Health Services to women identified as needing higher level of care. • Evaluate survey data to improve a minimum of one challenge identified by providers as a barrier to screening or treatment • Community partners, WIC and CPSP staff to screen pregnant women at each trimester and once during postpartum. • Provide educational training minimum one time yearly on PMAD and the importance of continuous screening for CPSP clinics and OB clinic staff 	<p>1.5</p> <ul style="list-style-type: none"> • Number of providers who screen pregnant and postpartum women for PMAD / Number of providers who will screen and treat women with PMAD or refer to mental health for follow-up.
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¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Objective 2.1</p> <p>Provide developmental screening for all children¹ in MCAH programs</p> <ul style="list-style-type: none"> All children, including CYSHCN, receive a yearly preventive medical visit Increase the rate of developmental screening for children ages 0-5 years according to AAP guidelines – 9 months, 18 months and 30 months 	<p>2.1.a Promote the <u>American Academy of Pediatrics (AAP)</u> developmental screening guidelines.</p> <p><u>The following bolded activities, i,ii, are required:</u></p> <ul style="list-style-type: none"> Promote regular preventive medical visits for all children as per Bright Futures/AAP, including CYSHCN Adopt protocols/policies, including a QA/QI process, to screen, refer, and link all children in MCAH Home Visiting or Case Management Programs 	<p>2.1.a</p> <p><u>Required</u></p> <p>Describe or report the following:</p> <ul style="list-style-type: none"> Activities to promote the yearly preventive medical visit Describe protocols/policies including QA/QI process to screen, refer and link all children in MCAH programs 	<p>2.1.a</p> <p><u>Required</u></p> <p>Describe or report the following:</p> <ul style="list-style-type: none"> Number of children, including CYSHCN, receiving a yearly preventive medical visit Number of children in local MCAH programs receiving developmental screening <ul style="list-style-type: none"> Number of children with positive screens that complete a follow-up visit with their primary care provider Number of children with positive screens linked to services Number of calls received for referrals and linkages to services
	<p><u>As resources allow, choose one or more activities 2.1.b-2.1.h (highlight your choices in yellow):</u></p> <p>2.1.b</p>	<p><u>Report the following based on the activities you chose to implement in the second column (highlight your choices in yellow):</u></p> <p>2.1.b</p>	<p><u>Describe the following based on the activities you chose to implement in the second column (highlight your choices in yellow):</u></p> <p>2.1.b</p>

¹ 2016-2020 Title V State Priorities
² MCH Title V Block Grant Requirements
³ State Requirements

	Promote the use of <u>Birth to 5: Watch Me Thrive</u> , <u>Learn the Signs, Act Early</u> or other screening materials consistent with AAP guidelines	Number of providers receiving information about Birth to 5, Learn the Signs, Act Early or other screening materials	Nothing is entered here
	2.1.c Participate in <u>Help Me Grow</u> (HMG) or programs that promote the core components of HMG	2.1.c Describe participation in HMG or HMG like programs	2.1.c Outcomes of participation in HMG or HMG like programs. Describe results of work to implement HMG core components
	2.1.d Increase understanding of the specific barriers to referral and evaluation by early intervention or pediatric specialists (including mental/behavioral health)	2.1.d Describe barriers to referral and evaluation by early intervention or pediatric specialists	2.1.d Nothing is entered here
	2.1.e Work with health plans (HPs), including MCPs, to identify and address barriers to screening, referral, linkage and to assist the HPs in increasing developmental screenings for their members, per AAP guidelines, through education, provider feedback, incentives, quality improvement, or other methods	2.1.e Describe barriers and strategies to increase screening, referral and linkage <ul style="list-style-type: none"> Number of HPs requiring screenings per AAP guidelines 	2.1.e Nothing is entered here
	2.1.f Identify methods to measure and monitor rates of developmental screening and referrals in your jurisdiction	2.1.f If applicable, provide data on developmental screening rates for the target population (e.g. health care provider, health plan)	2.1.f Nothing is entered here
	2.1.g Outreach and education to providers to promote	2.1.g Describe type of outreach/education performed and	2.1.g Nothing is entered here

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

	developmental screening; referral and linkages	results of outreach to providers	
	2.1.h Provide care coordination for CYSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS	2.1.h Describe activities for care coordination provided	2.1.h List the number of children receiving care coordination

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)		
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 2.2, 2.2a, 2.2b, 2.2c, etc.</i></p>			
<p>Objective 2.2</p> <p>By June 30th, 2019, a minimum of 100 Kings County residents will have assistance installing their child restraint system from a certified child passenger safety (CPS) technician through KCDPH fitting station services & KCDPH-Coordinated car seat check-up events.</p>	<p>2.2</p> <ul style="list-style-type: none"> A minimum of 200 Child Passenger Safety (CPS) program fitting station cards will be delivered to the local hospital perinatal services unit, for distribution during labor & delivery (L&D) hospital tours & upon patient discharge from L&D. Fitting station cards will be distributed at all Health Education events attended by KCHD Child Passenger Safety Staff. KCHS will plan and implement a minimum of 2 car-seat check-up events by June 30th, 2019. 	<p>2.2</p> <ul style="list-style-type: none"> Describe program promotion efforts. (Insert number) of fitting station cards were distributed via the hospital perinatal services unit. (Insert number) of community events where CPS fitting station cards were distributed. (Insert number) of CPS events held in Kings County. 	<p>2.2</p> <ul style="list-style-type: none"> (Actual number of residents who received assistance/100) residents received assistance installing their child restraint system(s) via KCDPH fitting station services and car seat check-up events, including inspection by a CPS technician.
<p>Objective 2.3</p> <p>By June 30th 2019 a minimum of 100 parents/guardians will receive a low to no cost child restraint, in combination with technician led education on correct installation and harnessing; parents/guardians will demonstrate correct use of child restraints in accordance with best practice for CPS programming.</p>	<p>2.3</p> <ul style="list-style-type: none"> KCHD will plan and implement a minimum of 2 car seat check-up events with free restraints available by June 30th, 2019. KCHD will offer a minimum of 12 CPS classes to the public and court-appointed participants, offering low-cost child restraints during each class. 	<p>2.3</p> <ul style="list-style-type: none"> (Insert number) of CPS events held in Kings County where free/low-cost seats were distributed. (Insert number) of CPS classes were held by KCDPH CPS instructors. (Insert number) of partners identified and (insert number) of subsequent classes with free seats held. 	<p>2.3</p> <ul style="list-style-type: none"> (Actual total number received / 50 of child restraints were provided to families through CPS events and classes, which incorporate CPS technicians-led education, with equipment distribution.

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)		Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 2.2, 2.2a, 2.2b, 2.2c, etc.</i>			
	<ul style="list-style-type: none"> KCHD will identify a minimum of 2 local partners serving low-income families with children ages 0-10 within which to hold a minimum of 2 CPS classes, offering free restraints during each class. 		

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing that of infants that dies from SIDS/SUID

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Objective 3.1 All parents/caregivers experiencing a sudden and unexpected death will be offered grief and bereavement support services	Assurance 3.1a Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services ³ Provide grief and support materials to parents	3.1a (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	3.1a Nothing is entered here

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

	<p>3.1b Contact local coroner office to ensure timely reporting and referral of parents of all babies who die suddenly and unexpectedly regardless of circumstances of death</p>	<p>3.1b Report the coroner's notifications received Briefly describe barriers and opportunities for success</p>	<p>3.1b Nothing is entered here</p>
<p>Objective 3.2. All professionals, para-professionals, staff, and community members will receive information and education on SIDS risk reduction practices and infant safe sleep</p>	<p>3.2a Disseminate AAP guidelines on infant safe sleep and SIDS risk reduction to providers, pediatricians, CPSP providers, parents, community members and other caregivers of infants</p>	<p>3.2a Numbers receiving AAP guidelines on infant safe sleep:</p> <ul style="list-style-type: none"> • Providers • Pediatricians • CPSP providers • Child care providers • Other – list 	<p>3.2a Nothing is entered here</p>

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing that of infants that dies from SIDS/SUID

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	3.2b Attend the SIDS Annual Conference/SIDS training(s) and other conferences/trainings related to infant health ³ .	3.2b Provide staff member name and date of attendance at SIDS Annual Conference/SIDS training(s) and other conference/trainings related to infant health.	3.2b Describe results of staff trainings related to infant health.

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Objective 3.3</p> <ul style="list-style-type: none"> • Increase community awareness on SIDS by working with and providing education to both public and private daycares on SIDS / Safe Infant Sleep practices and recommendations. 	<p>3.3</p> <ul style="list-style-type: none"> • Create an informational packet that includes the most updated SIDS Safe Sleep practices to provide as a resource • Will provide private and public daycares with SIDS Safe Sleep Practice materials on a quarterly basis. • Will work with local community agency, who subsidizes child care, to provide SIDS Safe Sleep Practice materials to private in-home child care providers. • Work with senior citizen centers to provide SIDS Safe Sleep Practice materials that is specific to grandparents. • Collaborate with local hospital to provide SIDS informational packets to families expecting a baby • Disperse SIDS Safe Sleep Education at local community family oriented events. • Collaborate with WIC to provide SIDS Safe Sleep Education information to pregnant & newborn families 	<p>3.3</p> <ul style="list-style-type: none"> • A minimum (insert number) of private and public daycare providers will be contacted on a quarterly basis. • (Insert number) SIDS Safe Sleep Practices material were handed out at community events. • (Insert number) Number of community events attended in Kings County. • (Insert number) Information SIDS Safe Sleep Practices information packets given to women that registered for the birthing classes, upon hospital registration and upon hospital discharge after birth. 	<p>3.3</p> <ul style="list-style-type: none"> • Number of SIDS Safe Sleep Informational Packets that were given out to community partners to increase awareness and education.

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<ul style="list-style-type: none"> Public Health Nurses will provide SIDS Safe Sleep Informational packets to pregnant and parenting families 		

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE: Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health. <i>Number each locally developed objective as follows: 3.4, 3.4a, 3.4b, 3.4c., etc.</i></p>			
<p>Objective 3.4</p> <p>Increase number of moms that initiate and continue to breastfeed by:</p> <ul style="list-style-type: none"> ○ working with community partners to facilitate educational opportunities to those who serve pregnant women. 	<p>3.4</p> <ul style="list-style-type: none"> • Work with the local hospital staff to increase the number of RN's trained in breastfeeding curriculum • Facilitate IBCLC course training for Health Department staff and community partners. • Promote breastfeeding by providing educational trainings to community partners, clinic staff, Field Nurses and hospital staff. • Work with CPSP clinic staff to provide educational material and referral resources. • Collaborate with local breastfeeding coalition to coordinate breastfeeding conference for local community partners • Collaborate with Regional Perinatal Program of California to facilitate local trainings 	<p>3.4</p> <ul style="list-style-type: none"> • Will work with community partners to facilitate and host local IBCLC training yearly. • Collaborate with community partners to commit minimum of one staff person per organization: hospital, WIC, Health Department staff, CPSP clinics. • Provide minimum 20 educational material and resource packets to each CPSP clinic. • Will work with employer Human Services department to provide new mom kits to all employees coming back from maternity or bonding leave. • Will collaborate with Kings County Breastfeeding Coalition to provide minimum 1 breastfeeding conference every 2 years for local community partners 	<p>3.4</p> <ul style="list-style-type: none"> • Number of community partners who received breastfeeding education

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² MCH Title V Block Grant Requirements

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<ul style="list-style-type: none"> • Work with community employers to serve as a resource in education on employees breastfeeding rights. • Create new mom packets that include breastfeeding information and resources for new parenting families. • Work with medi-cal managed care plans in obtaining breastfeeding pumps for the medi-cal population 	<ul style="list-style-type: none"> • Commit to minimum of 4 quarterly trainings a year that will promote, educate on, and support breastfeeding and will work with community partners to commit minimum of 2 employees from each organization to each training. • Will give out minimum of 15 New Mom packets to community partners and within own organization. • Identify community resources, minimum 1 in each city in the county, to help breastfeeding families with any barriers to breastfeeding. • Will include information to facilitate obtaining a breast pump for the medi-cal population in New Mom kits. 	

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
For FIMR LHJs only complete Objective 3.5 Reduce preventable fetal, neonatal and post-neonatal and infant deaths.	For FIMR LHJs only complete Assessment 3.5a Complete the review of at least ___ cases, which is approximately ___% of all fetal, neonatal, and post-neonatal deaths.	For FIMR LHJs only complete Assessment 3.5a Develop a process for sample. Submit number of cases reviewed as specified in the Annual Report table.	For FIMR LHJs only complete Assessment 3.5a Submit annual local summary report of findings and recommendations (periodicity to be determined by consulting with MCAH).
	Assurance 3.5b Establish, facilitate, and maintain a Case Review Team (CRT) to review selected cases, identify contributing factors to fetal, neonatal, and post-neonatal deaths, and make recommendations to address these factors.	Assurance 3.5b Submit FIMR Tracking Log and FIMR Committee Membership forms for CRT and CAT with the Annual Report.	3.5b and c Nothing is entered here
	3.5c Establish, facilitate, and maintain a Community Action Team (CAT) to recommend and implement community, policy, and/or systems changes that address review findings.		

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE for FIMR LHJs Only: Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health. <i>Number each locally developed objective as follows: 3.6, 3.6a, 3.6b, 3.6c, etc.</i></p>			
<p>Objective 3.6</p> <p>Insert a local objective that addresses reducing the number of preventable, fetal, neonatal, post-neonatal, and infant deaths.</p> <p>Examples of focus areas can include but are not limited to:</p> <ul style="list-style-type: none"> • Prematurity/Low birth weight • Perinatal substance use • Access to enhanced perinatal (neonatal) services • Birth intervals/Birth Spacing 	<p>3.6</p> <p>Based on CRT recommendations, identify and implement at least one evidence based or informed intervention involving policy, systems, or community norm changes here</p>	<p>3.6</p> <p>Develop process measures for applicable intervention activities here</p>	<p>3.6</p> <p>Develop short and/or intermediate outcome-related performance measures for the objectives and activities here</p>

¹ 2016-2020 Title V State Priorities
² MCH Title V Block Grant Requirements
³ State Requirements

Goal 4: CROSSCUTTING DOMAIN: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 4.1, 4.1a, 4.1b, 4.1c, etc.</i></p>			
<p>Objective 4.1</p> <p>Insert a local objective that addresses the proportions of children, adolescents and women of reproductive age who maintain a healthy weigh by:</p> <ul style="list-style-type: none"> Increasing consumption of a healthy diet¹ Increasing physical activity¹ <p>Examples of focus areas can include but are not limited to:</p> <ul style="list-style-type: none"> Overweight/obesity in children Physical activity Recommended weight gain during pregnancy Recommended intake of folic acid Food security Access to WIC services 	<p>4.1</p> <p>List evidence-based or informed activities to meet the objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance</p>	<p>4.1</p> <p>Develop process measures for applicable intervention activities here</p>	<p>4.1</p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here</p>

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

Goal 5: ADOLESCENT DOMAIN: Promote and enhance adolescent strengths, skills, and supports to improve adolescent health.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 5.1, 5.1a, 5.1b, 5.1c, etc.</i></p>			
<p>Objective 5.1</p> <p>Insert a local objective that promotes and enhances adolescents strengths, skills and supports improve health by:</p> <ul style="list-style-type: none"> Decreasing teen pregnancies¹ Reducing teen dating violence, bullying and harassment¹ <p>Examples of focus areas can include but not limited to:</p> <ul style="list-style-type: none"> Adolescent sexual health, including contraception, preconception health, STIs Racial ethnic disparities in adolescent birth rates Adolescent injuries Adolescent violence Adolescent mental health Development of a Positive Youth Development framework Reducing suicides 	<p>5.1</p> <p>List evidence-based or informed activities to meet the objective(s) here</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development, and Assurance</p>	<p>5.1</p> <p>Develop process measures for applicable intervention activities here</p>	<p>5.1</p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here</p>

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.3.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;
 - A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)
 - B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.
2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)
3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name

County of Kings

Remit-To Address (Street or PO Box)

1400 W. Lacey Blvd.

City Hanford State CA Zip Code+4 93230

Government Type:

City County
 Special District Federal
 Other (Specify)

Federal Employer Identification Number (FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text" value="County of Kings"/>	Complete Address	<input type="text" value="1400 W. Lacey Blvd.
Hanford, CA 93230-5905"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person Title

Phone number E-mail address

Signature Date



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: SHERIFF'S OFFICE FLAT TOP MOUNTAIN ELECTRICAL IMPROVEMENTS NOTICE OF COMPLETION

SUMMARY:

Overview:

Pursuant to the County's contract with Preferred Power Solutions Incorporated (Inc.), a Notice of Completion must be filed to provide notice to interested parties that the work has been completed.

Recommendation:

Authorize the Chairman to sign the Notice of Completion for Preferred Power Incorporated for the Sheriff's Office Flat Top Mountain Electrical Improvements Project.

Fiscal Impact:

The building project was budgeted in the current County's adopted budget in budget unit 700000, account 82440532 (Simulcast System), in the amount of \$33,900.

BACKGROUND:

On November 29, 2017 a notice to contractors was sent out for potential bidders for the Flat Top Mountain Electrical Improvements project. A mandatory pre-bid conference was held on December 11, 2017 where potential contractors walked the site location. Three responses were received. Preferred Power Solutions, Inc. (PPS) was the lowest bidder.

On February 6, 2018 your Board awarded the project to PPS. All work required to be done under this contract has now been completed.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

When Recorded Return to:
Department of Public Works
Kevin McAlister, P.E., Director

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: 36001 Highway 33 Avenal, CA 93204.
2. The Improvement is particularly described as: Flat Top Mountain Electrical Improvements project for the Kings County Sheriff Office.
3. The date of completion of the work of Improvement: July 17, 2018
4. The owner of the work of Improvement: County of Kings
5. The nature of the owner's interest or estate: County owned building.
6. The name of the original contractor for the work of Improvement: Preferred Power Solutions Incorporated

I certify under penalty of perjury that the foregoing is true and correct. Dated this 17th day of July, 2018.

Chairman, Board of Supervisors
County of Kings, State of California

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this 17th Day of July, 2018.

Chairman, Board of Supervisors
County of Kings, State of California



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Jim Henderson

SUBJECT: TURBINE MAINTENANCE AGREEMENT

SUMMARY:

Overview:

The current maintenance agreement for the ten micro turbines installed as part of the 2004 Cogeneration Project needs to be amended to reflect the change of vendor from Regatta to Cal Microturbine.

Recommendation:

Authorize the Director of Public Works to sign the Factory Protection Plan - End User Agreement for the continued maintenance of the cogeneration micro turbines.

Fiscal Impact:

The yearly maintenance cost of \$30,630 which is reflected in the FY 2018/2019 proposed budget will continue to come from the General Fund through the Building Maintenance S.I.&G. account (82218000), budget unit 925700. Annual savings in energy cost offsets this cost.

BACKGROUND:

The County makes use of a maintenance agreement with a manufacturer approved vendor to keep the units in good working order. On August 26, 2014, your Board approved entering into a nine-year agreement with Regatta for turbine maintenance. Cal Microturbine has taken over the Regatta contract recently, and the current vendor's name on the agreement must be amended to reflect this change. The micro turbines will be decommissioned around January 1, 2019, when the new solar project goes on-line. This contract amendment will provide for continued protection of these turbines until that time. At present, four units are down, awaiting this amendment. This agreement has been reviewed by County Counsel and the Purchasing Manager.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The Kings County Sheriff's Office is requesting approval for the out of state travel of Fingerprint Technician, Connie Flores, to attend the 32nd Annual Automated Fingerprint Identification System Internet Conference in Reston, Virginia from August 25-30, 2018.

Recommendation:

Authorize the out of state travel of Fingerprint Technician Connie Flores to attend the 32nd Annual Automated Fingerprint Identification System Internet Conference in Reston, Virginia from August 25-30, 2018.

Fiscal Impact:

The full cost of training, not to exceed \$2,600, will be paid out of the Sheriff's Office travel budget and will be reimbursed from the California Identification System (CAL-ID) Remote Access Network Board funds.

BACKGROUND:

Connie Flores is the Fingerprint Technician for the Sheriff's Office. Connie uses the Automated Fingerprint Identification System (AFIS) to process latent prints. The AFIS Internet Conference provides valuable training regarding new updates and features that will benefit the users. The yearly conference is held in a different location each year.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: SERVICE HANDGUN PURCHASE

SUMMARY:

Overview:

The Kings County Sheriff's Office is seeking authorization to allow the Detentions Deputy Association to purchase Detentions Lieutenant Shari Henderson's service handgun as a retirement gift and authorize the Kings County Sheriff's Office to purchase another handgun as a replacement.

Recommendation:

- 1) Authorize the Sheriff's Office to allow the Detentions Deputy Association to purchase Shari Henderson's service handgun as a retirement gift; and
- 2) Approve the purchase of a Glock model 22, .40 caliber handgun, as its replacement; and
- 3) Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer Form.
(4/5 vote required)

Fiscal Impact:

The Detentions Deputy Association will pay replacement value of the handgun, estimated to be \$440. The Kings County Sheriff's Office will purchase a replacement weapons at a cost, not to exceed \$440, to be paid out of Budget Unit 223000.

BACKGROUND:

The Detentions Deputy Association is requesting to purchase a Glock, model 22, .40 caliber handgun from the Kings County Sheriff's Office. In turn, the Detentions Deputy Association will present the handgun to Shari Henderson as retirement gift upon her retirement from the Kings County Sheriff's Office. The Kings County Sheriff's Office is asking to purchase a new handgun to replace the gifted handgun.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Veterans Service Office - Scott Holwell/Codi Hicke

SUBJECT: FISCAL YEAR 2018-2019 COUNTY SUBVENTION PROGRAM AND MEDI-CAL
COST AVOIDANCE PROGRAM CERTIFICATES OF COMPLIANCE

SUMMARY:

Overview:

As in years past, approval is required for the subvention allocation certification forms from the California Department of Veteran's Affairs. This provides a process for a portion of the allocation made to the California Department of Veteran's Affairs by the federal government to come to local governments, in order to reimburse counties for some of the cost of operations of the local County Veterans Service Office (CVSO).

Recommendation:

Authorize the Chairman to sign the Certificate of Compliance for the County Subvention Program and the Certificate of Compliance for the Medi-Cal Cost Avoidance Program with the California Department of Veteran's Affairs.

Fiscal Impact:

None. These funds are reflected in the FY 2018-2019 Kings County Proposed Budget, in Budget Unit 203100, Account 81518000, in the amount of \$72,000. The funding source is federal funds, passed through the State General Fund, through allocation from the California Department of Veteran's Affairs.

BACKGROUND:

The Subvention Certificate of Compliance your Board is being asked to approve is in accordance with the State's charge to make contributions to counties toward compensation and expenses of their County Veterans Services Office according to Military and Veterans Code Sections 972 and 972.1 (a State General Fund Expenditure) and Section 972.2 (a Special Fund Expenditure). In the form, your Board also certifies that Kings County has appointed a veteran to serve as the local Veterans Service Officer according to California Code.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

FISCAL YEAR 2018-2019 COUNTY SUBVENTION PROGRAM AND MEDI-CAL COST AVOIDANCE PROGRAM CERTIFICATES OF COMPLIANCE

July 17, 2018

Page 2 of 2

This Officer will administer the provisions of the Military and Veterans Code. Claim processing duties and other functions of the office are enumerated. The requirement for an annual audit is stipulated. A special reference to the authority for the County Veterans Service Officer to actively participate in the Vehicle License Plate Program is mentioned in the required certificate.

The Medi-Cal Cost Avoidance Program again requires the County to have appointed a Veterans Service Officer. The Program authorized by Military and Veterans Code Section 972.5 is designed to benefit the Department of Health Services or realize cost avoidance to the Medi-Cal program. Eligibility Workers generate a Form CW-5 (Veterans Benefit Referral) indicating the applicant's Welfare Aid Code on the face of the form. All monies received under this agreement must be allocated to and spent on the salaries and expenses of the County Veterans Services Office.

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Subvention Certificate of Compliance

FISCAL YEAR 2018/2019

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that KINGS County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer and Veterans Service Representative staff must achieve and maintain Accreditation from the California Department of Veterans Affairs (CalVet) within 18 months of employment.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that the current fiscal year proposed expenditures exceeds the actual fiscal year 1988-89 expenditures by at least, the full amount of the current annual allocation.

I also agree that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* dated October 1, 2016. The County Veterans Service Officer will permit CalVet representatives to inspect all records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY
ATTACHMENTS IN VETPRO

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Medi-Cal Cost Avoidance Program Certificate of Compliance

Fiscal Year 2018/2019

I certify that KINGS County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5.

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form CW-5 (Veterans Benefits Referral) and/or MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to the CDVA from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* dated October 1, 2016.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE
AGENCY ATTACHMENTS IN VETPRO**



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Administration – Rebecca Campbell
Waste Management Company – Bob Henry

SUBJECT: QUARTERLY REPORT

SUMMARY:

Overview:

Quarterly report of facility activities.

Recommendation:
Information Only

Fiscal Impact:
None

BACKGROUND:

On December 22, 2009, the Kings County Board of Supervisors adopted Resolution No. 09-073 which authorized issuing Conditional Use Permit No. 05-10 for Chemical Waste Management, Incorporated (CWM). As part of the conditions of approval as cited in condition #B-4 of Resolution No. 09-073, "That the General Manager of the CWM Kettleman Hills Facility shall give quarterly rather than monthly reports to the Board of Supervisors, in person, concerning the monitoring program and any and all other work or activity at the site, including any and all information sent to all regulatory agencies." The Board may from time to time require special reports concerning specific items or activities about which they are concerned.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF EQUALIZATION

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Assessor/Clerk-Recorder/Registrar of Voters – Kristi Lee
SUBJECT: OFFICE CLOSURE FOR ACTIVE SHOOTER TRAINING
SUMMARY:

Overview:

The Sheriff's Office has graciously offered to conduct a demonstration of scenarios that may occur in the event that an active shooter enters the office. Therefore, it is being requested to have the offices closed during the demonstration.

Recommendation:

Authorize the closure of Assessor, Clerk-Recorder, and Elections Offices on July 25, 2018 from 3:00 pm and 5:00 pm for an active shooter training.

Fiscal Impact:

None.

BACKGROUND:

The Sheriff's Office will be presenting realistic scenarios that may occur should an aggressive person with a fire arm enter into the office. Although we plan to put informational flyers up the week before the training, in order to not alarm the public and for the staff to receive uninterrupted training, it is best to close the offices for the two hour period in which the training is being conducted.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559)852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2018

SUBMITTED BY: Job Training Office – Lance Lippincott

SUBJECT: WORKFORCE INNOVATION AND OPPORTUNITY ACT MASTER
SUBGRANT AGREEMENT FOR FISCAL YEAR 2018-2020

SUMMARY:

Overview:

This action would initiate a Master Subgrant to facilitate Workforce Investment Act Title I funding for Kings County for the term April 1, 2018 through June 30, 2020. Funds are allocated annually, and have a two year term of utilization.

Recommendation:

1. Authorize the Chairman to sign the Workforce Innovation and Opportunity Act Fiscal Year 2018-2020 Master Subgrant Agreement; and
2. Authorize the Director of Economic and Workforce Development to enter into agreements necessary to carry out this Subgrant.

Fiscal Impact:

This Master Subgrant provides an allocation in Workforce Innovation and Opportunity Act (WIOA) Youth Funding of \$751,512, an increase of \$44,955 over the previous year. This funding was anticipated in the FY 2018-2019 proposed county budget unit 574300. Funding for Adult and Dislocated Workers will be unilaterally modified into this Subgrant by the State, once those allocations are released. It is estimated that funding for all FY 2018-2019 formula-allocated WIOA grants for Kings County will be \$2,108,146, a projected increase of \$10,625 over FY 2017-2018 funding.

BACKGROUND:

The Employment Development Department, Workforce Services Division of the State of California uses a Master Subgrant (K9110015) as the mechanism to provide Workforce Investment Act Funding to local areas. This document is a companion to Kings County’s Local Workforce Development Plan, which was approved by your Board on March 21, 2017, and was subsequently approved by the California Workforce Development Board.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____

Agenda Item

WORKFORCE INNOVATION AND OPPORTUNITY ACT MASTER SUBGRANT AGREEMENT FOR FISCAL YEAR 2018-2020

July 17, 2018

Page 2 of 2

This Subgrant provides funding to serve eligible 18-24 year old Kings County youth. The Kings County Office of Education's Career Education Department contracts with this department to provide paid work experience, academic counseling, leadership training and other assistance to eligible youth seeking training and unsubsidized employment.

All documents associated with this subgrant have been reviewed and approved by County Counsel.

WIOA SUBGRANT AGREEMENT

KINGS COUNTY

SUBGRANT NO: K9110015
 MODIFICATION NO: New
 SUBRECIPIENT CODE: KNG
 UNIQUE ENTITY NO: 124257929
 INDIRECT COST RATE:

PASS-THROUGH ENTITY:
 State of California
 Employment Development Dept.
 Central Office Workforce
 Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBRECIPIENT: KINGS COUNTY
 124 NORTH IRWIN STREET
 HANFORD, CA 93230

GOVERNMENTAL
 ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **KINGS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- General Provisions
- Youth Formula Rd 1

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$0.00 \$751,512.00 \$751,512.00
TERM OF AGREEMENT From:4/1/2018 To: 6/30/2020	Terms of Exhibits are as designated on each exhibit	
PURPOSE: The purpose of this action is to initiate the Local Area's new Program Year (PY) 2018-19 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire youth formula allocation for PY 2018-19. The term date for these funds is April 1, 2018 to June 30, 2020. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826882, MIC 50, Sacramento, CA 92480-0001.		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)	APPROVED FOR SUBRECIPIENT (By Signature)	
Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title	
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance	
Signature of EDD Accounting Officer		

Budget item: 7100
Chapter: 014

Fund: 0869
Statute: 2017

Budgetary Attachment: No
FY: 17/18

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K9110015
MODIFICATION NO:New

KINGS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA Formula				
96109 301 Youth Formula Rd 1 04/01/2018 to 06/30/2020 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$751,512.00	\$0.00	\$751,512.00
Total WIA/WIOA Formula	\$0.00	\$751,512.00	\$0.00	\$751,512.00
Grand Total:	\$0.00	\$751,512.00	\$0.00	\$751,512.00

NARRATIVE

SUBGRANT NO:K9110015
MODIFICATION NO: 0

SUBRECIPIENT:KINGS COUNTY
FAIN NO: AA-32213-18-55-A-6
FEDERAL AWARD DATE: 6/27/2018
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2018 - 06/30/2020

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to initiate the Local Area's new Program Year (PY) 2018-19 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire youth formula allocation for PY 2018-19. The term date for these funds is April 1, 2018 to June 30, 2020. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826882, MIC 50, Sacramento, CA 92480-0001.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

1. Compliance

In performance of this subgrant agreement, Subrecipient will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. Certifications, Assurances, Standards

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred:

- a. false information on the certifications, assurances and standards, or
- b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

3. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

- a. This subgrant agreement is valid and enforceable only if
 - i. sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and
 - ii. sufficient funds are made available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.
- b. At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of

this subgrant agreement will be immediately remitted to the Pass-through Entity, and no longer available to the Subrecipient.

- c. The Pass-through Entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

4. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
 - i. Subrecipient will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
 - ii. Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
 - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
 - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation.
 - v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) above must contain the following clauses:
 - 1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subrecipient to: Employment Development Department, Central Office Workforce

Services Division Financial Management Unit, P.O. Box 826880, MIC 69,
Sacramento, CA 94280-0001.

2. State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
3. State of California is not responsible for payment of premiums or assessments on this policy.

vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

5. 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 this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

6. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

7. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

8. Remedies for Non-Compliance

If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338.

9. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subrecipient will be liable for and will repay to the Pass-through Entity, any amounts expended under this subgrant agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

10. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a. Termination for Convenience - Either the Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b. Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subrecipient will be addressed to:

Lance K. Lippincott
Director / Administrator
KINGS COUNTY
124 NORTH IRWIN STREET
HANFORD, CA 93230

Notices to the Pass-through Entity will be addressed to:

Employment Development Department
Central Office Workforce Services Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

11. Audit Requirements

- a. The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

12. Entire Agreement

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

13. Unenforceable Position

In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

14. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.

- b. Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts.

To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

15. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Subgrant is required in order to implement an adjustment to a Subrecipient's plan.
- c. Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Pass-through Entity.
- d. There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e. An amendment is required to change the Subrecipient's name as listed on this subgrant 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.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

16. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

17. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or

audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.

- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

18. Subcontracting

- a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

19. Conflicts

- a. Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.
- b. In the event of a dispute between the Pass-through Entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Pass-through Entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

20. Indemnification

- a. The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to California Government Code § 895.4, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- b. The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, 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 persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this subgrant agreement.

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subrecipient will not commence performance prior to the beginning of this subgrant agreement.

Contact information for the awarding official of the Pass-through Entity:

Name: Jaime Gutierrez
Title: Division Chief
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001

Exhibit A

Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the 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.)
- c. Sectarian Activities: The Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. National Labor Relations Board certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- g. Drug Free Workplace requirement: Subrecipient 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:
 1. 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.
 2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 3. Every employee who works on the proposed subgrant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the subgrant agreement.
 4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the

Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- j. Sweatfree Code of Conduct:
 - 1. All Subrecipients 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 this subgrant agreement 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 Subrecipient 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, and Public Contract Code § 6108.
 - 2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient'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 (1).
- k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
 - 1. The Subrecipient 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 § 5200) of Part 5 of Division 9 of the Family Code; and
 - 2. The Subrecipient, 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 Pass-through Entity.
- l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient 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 § 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.
- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code

§ 10295.3.

o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
4. Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws

and will remain in compliance for the duration of the award of federal financial assistance:

- i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

Exhibit B

Intellectual Property Provisions

Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

Exhibit C

Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications,

program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data,

the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:
 - 1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information

shall not be retained for more than three years after a client completes services.

2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE PASS-THROUGH ENTITY:

Name: Michael Greenlow
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name: Lance Lippincott
Title: Director of Economic and
Workforce Development
Telephone: (559) 852-4937
Fax: (559) 585-7395



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM July 17, 2017

SUBMITTED BY: Job Training Office – Lance Lippincott

SUBJECT: NEW ALLOCATION FOR COMPLIANCE AND STANDARDS OFFICER

SUMMARY:

Overview:

The Compliance and Standards Officer is a new allocation request in the Job Training Office to conduct compliance and performance review of activities. The Administrative Office and Human Resources support the recommendations discussed below.

Recommendation:

1. Allocate 1.0 Full-Time Equivalency Compliance and Standards Officer in the Job Training Office's Budget 594100; and
2. Delete 1.0 Full-Time Equivalency vacant Employment and Training Technician I/II positions as an offset.

Fiscal Impact:

No impact from this action. The cost for the Compliance and Standards Officer position in the Job Training Office for the remainder of the fiscal year is estimated at \$93,066 and will be offset by the deletion of two open Employment and Training Technician positions. One position is currently in the proposed budget for deletion. This action will reduce the additional position for a total of 2.0 FTE Employment and Training Technician I/II positions. The Job Training Office is fully funded by the State and Federal Governments. As a result, there will be no impact to the County General Fund. This action will result in a net reduction of total salaries and benefits for the department in the amount of \$24,086.

BACKGROUND:

The state has provided recent clarification upon its previous directive issued to institute firewalls in the local areas to ensure proper separation between career services providers and local workforce development board staff. In order to prevent the possibility of an adverse finding by a state or federal program monitor, a position

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

NEW ALLOCATION FOR COMPLIANCE AND STANDARDS OFFICER

July 17, 2018

Page 2 of 2

separate from the career services/program unit within the Job Training Office is necessary to ensure program compliance. While no current position fulfilling this mandate exists in the Job Training Office, the Compliance and Standards Officer job description encompasses the most necessary aspects of the position, and will ensure state/federal compliance with both statutory mandates, and workforce directives.

Human Resources have completed a County only recruitment for the Compliance and Standards Officer position for the Department of Child Support Services. The Job Training Office was included in that recruitment and plans to use the existing list to fill the position if approved.