



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 September 25, 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) Juliana Gmur, Assistant 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 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Candace Cortez – Koinonia Church
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: September 17 & 18, 2018
B. Health Department:
Consider authorizing the Director of Public Health to sign the acceptance of allotment from the California Department of Public Health Tuberculosis Control Branch and the required certifications thereunder to support Tuberculosis prevention and control activities.
C. Human Services Agency:
Consider authorizing the Director of Human Services Agency to sign the Memorandum of Understanding with the Kings County Office of Education for leveraging of the Title IV-E Foster Care Administrative funds.
- IV** **REGULAR AGENDA ITEMS**
- 9:10 AM** **A. Human Resources – Leslie McCormick Wilson/Kelley Mattos**
Consider approving the revised job specification for Fiscal Analyst I/II with no change in salary.
- 9:15 AM** **B. Information Technology Department – John Devlin/Anthony Walecki**
Consider approving the transfer of funds from an office expense account to a capital asset account in Budget Unit 195000 for the purchase of Palo Alto Networks next generation firewall appliances; and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

- 9:20 AM C. Public Works Department – Kevin McAlister/Dominic Tyburski**
1. Consider approving the plan and specifications of the Community Development Block Grant – Kings County Americans with Disabilities Act Transition Plan project and authorizing the Public Works Department to advertise this project for construction.
 2. Consider authorizing the Chairman to sign the attestation for demonstration of site exclusivity for the Engie solar project.

V STUDY SESSION

- 9:25 AM D. Administration – Rebecca Campbell
 Kings Waste and Recycling Authority – Nicole Riley**
 Overview of the cost of services provided by Kings Waste and Recycling Authority as well as an assessment of the Materials Recovery Facility operations.

VI 9:40 AM E. 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

VII 9:45 AM F. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [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

VIII G. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, October 2, 2018, at 9:00 a.m.

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

X 1:30 PM I. HOUSING AUTHORITY BOARD OF COMMISSIONERS- REGULAR MEETING

XI 2:00 PM J. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY-MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

October 2	9:00 AM	Regular Meeting
October 9	9:00 AM	Regular Meeting
October 9	11:00 AM	California Public Finance Authority Regular Meeting
October 16	9:00 AM	Regular Meeting
October 23	9:00 AM	Regular Meeting
October 23	11:00 AM	California Public Finance Authority Regular Meeting
October 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
October 23	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.



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Action Summary September 17 & 18, 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) Juliana Gmur, Assistant 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, September 17, 2018

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board

**MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON,
RICHARD FAGUNDES**

MEMBERS ABSENT: CRAIG PEDERSEN

II B 2

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. None

III B 3

A. CLOSED SESSION

INTERVIEWS – DIRECTOR OF FINANCE

[Govt. Code Section 54957]

IV

B. ADJOURNMENT

The next regularly scheduled meeting is scheduled for September 18, 2018, at 9:00 a.m.

Regular Meeting

Tuesday, September 18, 2018

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Joanne Hawkins – Kings County Grand Jury

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

II B 2

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.

Greg Gatzka, Community Development Agency Director stated that he attended the California High Speed Rail Leadership Summit in San Jose and gave the Board an update on what was presented at the meetings.

III B 3

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: September 11, 2018

B. Health Department:

1. Consider authorizing the Chairman to sign an Agreement with California State University, Fresno for clinical and technical internships. [Agmt 18-092]
2. Consider authorizing the closure of the Health Department offices on Thursday, October 18, 2018 and waiving the \$8.00 administrative fee for a flu shot point of distribution clinic in Lemoore.

ITEM WAS PULLED FROM CONSENT AND MOVED TO REGULAR

(DV/JN/CP/RF/RV-Aye)

ITEM WAS AMENDED TO REMOVE THE RECOMMENDATION OF CLOSING THE HEALTH DEPARTMENT (DV/CP/JN/RF/RV-Aye)

C. Sheriff's Office:

Consider authorizing the Chairman to sign an Agreement with Hanford Joint Union High School District for providing educational programs to Kings County Jail inmates effective retroactively from July 1, 2018 through June 30, 2020. [Agmt 18-093]

D. Administration:

1. Consider denying the claim for damages filed by Antonio Diaz Catarino and directing County Counsel to advise the claimant of the action.
2. Consider authorizing the County Administrative Officer to sign an Agreement with Brent Woodward for legal representation of indigent legal services, juvenile dependency and Lanterman Petris Short Act "LPS" Conservatorship effective September 24, 2018 through June 30, 2019.
3. Consider authorizing the Clerk of the Board to sign the budget appropriation and transfer form in order to complete the Assembly Bill 900 Phase II required audit. **(4/5 vote required)**

ACTION: CONSENT CALENDAR APPROVED AS AMENDED (DV/JN/CP/RF/RV-Aye)

IV

REGULAR AGENDA ITEMS

- B 4 A. Behavioral Health Department – Lisa Lewis/Katie Arnst**
Consider adopting a Resolution which authorizes the Behavioral Health Director to sign a letter of interest and to serve as the primary contact for Kings County’s participation in the Homeless Mentally Ill Outreach and Treatment Program. **[Reso 18-061]**
ACTION: APPROVED AS PRESENTED (JN/RF/DV/CP/RV-Aye)
- B 5 B. Job Training Office – Lance Lippincott**
Consider accepting the 2018 Comprehensive Economic Development Strategy Annual Report and directing staff to forward the report to the Economic Development Administration.
ACTION: APPROVED AS PRESENTED (DV/JN/CP/RF/RV-Aye)
- B 6 C. Public Works Department – Kevin McAlister/Rhonda Mann**
Consider accepting the bid from VSS Emultech for asphaltic emulsion of County road projects and authorizing the Purchasing Manager to sign the purchase order.
ACTION: APPROVED AS PRESENTED (JN/RF/DV/CP/RV-Aye)
- B 7 D. Administration – Rebecca Campbell/Roger Bradley**
Consider adopting a Resolution approving the Final Fiscal Year 2018-2019 Kings County Budget. **[Reso 18-062]**
ACTION: APPROVED AS PRESENTED (RF/JN/DV/CP/RV-Aye)

V

- B 8 E. 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).
Supervisor Verboon stated that he attended the San Joaquin Valley Water Infrastructure Authority JPA for Temperance Flat project and attended the Jose Ramirez Title Fight in Fresno on September 14, 2018. He stated that he attended a car show in Selma on September 15, 2018 and attended the Blues & Roots Festival in Hanford on September 16, 2018.
- Supervisor Fagundes stated that he cooked for the Mary Immaculate Queen school fundraiser on September 12, 2018 and thanked Supervisor Neves, Robert Waggle from the District Attorney’s Office and Martin John for their help feeding 1,200 people.**
- Supervisor Neves stated that that he attended the KJUG free concert in Hanford on September 11, 2018, helped cook at the MIQ fundraiser and attended the West Hills College Volleyball game on September 12, 2018 and attended the Re-establish Stratford meeting on September 13, 2018.**
- ◆ Board Correspondence: None
 - ◆ Upcoming Events: Rebecca Campbell stated that the Picnic in the Park at Burriss Park will be held on September 21, 2018, Recovery Festival is set for September 29, 2018, CASA of Kings County will hold their annual light of Hope Benefit event at Hanford Civic Auditorium on September 29, 2018, Kings County Homecoming Pioneer days are set for September 17-22, 2018, Kings Art Center event on September 22, 2018, Kings County Homecoming Pioneer day parade on September 22, 2018, Kettleman City public safety event will be held on October 11, 2018, the Lisa Project interactive exhibit will be held on October 19, 2018 in the Administration building multipurpose room, South Fork Kings Technical meeting will be held in the Kings County Government Center Board Chambers on September 19, 2018 at 9:00 a.m.

- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Employee of the Quarter presentation, Agreement with Teter Architects and Engineers for the New Sheriff's Operations building, Change orders for the SB 1022 Jail Phase III expansion project, Agriculture Department Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Bulk Citrus program, Kings View agreement revision to provide treatment services to probation youth, Administration study session on communities of excellence, Administration agreement with Paragon and Associates for Federal lobbying services and Michael Y Corbett for State lobbying services, Administration/County Counsel/Human Resources office closure for active shooter training, County employee service awards throughout the month of October, Human Services Agency contracts with Intelegy, CalFresh Employment training, Commission on Aging, Kings Community Action Organization and Kings County Office of Education and a study session on Kings Waste & Recycling Authority operations.**

VI B 9

F. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
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- ◆ **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 Employment:
Title: County Counsel
- ◆ **Conference with Real Property Negotiator** [Govt. Code Section 54956.8]
Property: 501 E. Kings St., Avenal, CA (APNs 040-165-007, 040-165-011, 040-165-012)
Negotiating Parties: Rebecca Campbell for County
Under Negotiation: Terms and conditions of potential purchase.
REPORT OUT: Juliana Gmur, Assistant County Counsel stated that the Board took no reportable action in closed session.

VII B 10

G. PUBLIC HEARING

Community Development Agency – Greg Gatzka/Kao Nou Yang

Conduct a public hearing adopting Resolution that will accomplish the following:

- a) Find that the rescission and creation of the Land Conservation “Williamson Act” contract is categorically exempt from review under the California Environmental Quality Act (CEQA) Guidelines Section 15317.
- b) Partially rescind Williamson Act Contract Number 326 and simultaneously enter into a new Land Conservation Williamson Act Contract Number 2094 and authorize the Chairman to sign the contract on behalf of the County.
- c) Make certain findings pertaining to California Government Code Section 51257.
- d) Direct the Community Development Agency to complete the administrative requirements, recordings and make the required notices to property owners, County departments and State agencies. **[Reso 18-060]**

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

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

VIII

H. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, September 25, 2018, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

September 25	9:00 AM	Regular Meeting
September 25	11:00 AM	California Public Finance Authority Regular Meeting
September 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
September 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
October 2	9:00 AM	Regular Meeting
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October 23	11:00 AM	California Public Finance Authority Regular Meeting
October 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
October 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
October 30	9:00 AM	Regular Meeting
October 30	11:00 AM	Judging for County Office Halloween Decoration Contest (Tentative-subject to Board Schedule)
October 31	3:00 PM	County Employee Halloween Costume judging contest

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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 September 25, 2018

SUBMITTED BY: Health Department- Ed Hill

SUBJECT: TUBERCULOSIS CONTROL PROGRAM: REAL-TIME ALLOTMENT
FUNDING

SUMMARY:

Overview:

The California Department of Public Health Tuberculosis (TB) Control Branch is awarding Kings County Health Department initial Real-Time Allotment funding for Fiscal Year 2018-2019 to support TB prevention and control activities. The Real-Time Allotment schedule consists of three set dates in a calendar year. The allocation of funds is based on the number of active TB cases and case characteristics reported in the current calendar year.

Recommendation:

Authorize the Director of Public Health to sign the Acceptance of Allotment and the required certifications thereunder to support Tuberculosis prevention and control activities.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended action. The initial Real-Time Allotment is in the amount of \$6,884, and is reflected in the Fiscal Year 2018-2019 Budget. Two additional allotments are distributed during the year. Upon award, they will be presented to your Board for authorization to sign and accept them.

BACKGROUND:

The TB Control program is a State mandated activity in which the responsibility for TB reporting, treatment, and management is assigned to the local health jurisdiction (LHJ), which is generally a county. Kings County started receiving the Real-Time Allotment award in 2012. Real-time Allotments are local assistance contracts awarded to LHJs to augment local support for TB prevention, control, and elimination activities.

(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

TUBERCULOSIS CONTROL PROGRAM: REAL-TIME ALLOTMENT FUNDING

September 25, 2018

Page 2 of 2

An application is not required for the receipt of this award. All LHJs reporting an average of less than six TB cases annually received an initial notice of Real-Time Allotment in June 2018 based on verified TB cases reported between the preceding January 1 and May 31. A revised notice of Real-Time Allotment will be issued in December 2018 based on TB cases reported between June and October 31. A final notice of allotment will be issued in March 2019 based on TB cases reported between November 1 and December 31.

Due to the nature of the disease and the patient population that is served, the Health Department is faced with challenges to maintain treatment adherence among patients secondary to socio-economic issues such as poverty, homelessness, and other similar factors. The Real-Time Allotment funds can be used for food, shelter, incentives, and enablers (FSIE) expenses. The FSIE expenses provide services that include measures to enhance treatment adherence, prevent homelessness, and allow the use of less restrictive alternatives to confinement to avoid the need for patients to complete treatment under an order of civil detention.

County Counsel has reviewed and approved the agreement and required certificates.

Special Terms and Conditions

(For Subvention/Local Assistance Agreements)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Special Terms and Conditions

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,

Special Terms and Conditions

- officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
 - d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
 - e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
 - f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
 - g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

Special Terms and Conditions

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor

Special Terms and Conditions

shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

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- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

Special Terms and Conditions

- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and

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interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

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b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If

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such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

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

f. Warranties

(1) Contractor represents and warrants that:

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

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(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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h. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

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

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be

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notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

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- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

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- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

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(For Federally Funded Subvention/Local Assistance Agreement)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Federal Terms and Conditions

1. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Federal Terms and Conditions

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies 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 by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

Federal Terms and Conditions

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

Federal Terms and Conditions

- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable

Federal Terms and Conditions

Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or subgrants~~) entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

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- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends **\$750,000 or more** in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

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- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures

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and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

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STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be 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 the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., 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 such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract Number (FY and Type of Award)	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health
Tuberculosis Control Branch
850 Marina Bay Parkway, Bldg. P, 2nd Floor
Richmond, CA 94804

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

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CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier ____, if known:</p> <p style="margin-top: 20px;">Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="margin-top: 20px;">Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p style="margin-top: 20px;">CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$</p>	
<p>10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CCC 04/2017**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to

review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

ACCEPTANCE OF ALLOTMENT

Kings County Public Health Department

Letter of Real-time Allotment: \$6,884

Award Number: 1816R-TA01

Funding Period: July 1, 2018 through June 30, 2019

I hereby accept this award. By accepting this Allotment, I agree to the requirements as described in the FY 2018-2019 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and any other conditions stipulated by the California Department of Public Health Tuberculosis Control Branch.

Authorized Signature

Date

Edward Hill

Print Name

Director of Public Health Services

Title



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 25, 2018

SUBMITTED BY: Human Services Agency— Sanja Bugay/Wendy Osikafo

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE KINGS COUNTY OFFICE
OF EDUCATION

SUMMARY:

Overview:

The Kings County Human Services Agency requests to enter into a Memorandum of Understanding (MOU) with the Kings County Office of Education (KCOE) for the purpose of coordinating Educational Support for Dependent Children through the IV-E Foster Care Administrative Activities.

Recommendation:

Authorize the Director of the Human Services Agency to sign the Memorandum of Understanding with the Kings County Office of Education for leveraging of the Title IV-E Foster Care Administrative funds.

Fiscal Impact:

There is no increase to net County costs associated with this agreement. The total estimated cost for Fiscal Year 2018-2019 is \$444,483 and is included within the Adopted Budget. This agreement would be valid until Fiscal Year 2020-2021 with remaining estimated total costs of \$888,966 for a total estimated cost of \$1,333,449. The cost for these administrative services will be funded through a combination of Title IV-E of the Social Security Act federal funds, which provides federal funds in support of certain child welfare activities, and through the required 61 percent match from KCOE in non-federal and non-direct services dollars spent on these allowable administrative activities.

BACKGROUND:

KCOE operates the Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code section 42920-25. Under this direction, KCOE has contracted to serve dependent youth residing in Kings County.

(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

MEMORANDUM OF UNDERSTANDING WITH THE KINGS COUNTY OFFICE OF EDUCATION

September 25, 2018

Page 2 of 2

Based on the similar mission of the FYSCP and the HSA, this MOU is a natural collaboration to serve foster youth in Kings County and is intended to ensure all of the Kings County foster youth receive support and educational opportunities, in accord with Education Code section 42921, 48853.5, and 49069.5.

This MOU will allow the KCOE to claim matching Title IV-E funds for performing the IV-E Foster Care Administrative Activities such as providing education information to the HSA, facilitating communication between the parties to ensure the youth receive the eligible services, and transfer of health and education records to complete the Health and Education Passport.

The MOU outlines the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act. The KCOE will provide administrative activities and send their claim to the HSA. The HSA will process the claim and upon the receipt of the Title IV-E reimbursement will pay the KCOE.

This MOU will allow KCOE to maximize the usage of the Title IV-E funds to benefit the Kings County foster youth.

The MOU has been reviewed and approved by County Counsel.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
KINGS COUNTY HUMAN SERVICES AGENCY AND
KINGS COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding (MOU) is made and entered into as of the **1st day of April 2018**, by and between Kings County (County), by and through its Human Services Agency (HSA) and Kings County Office of Education (KCOE).

NOW, THEREFORE, BE IT AGREED, as follows:

Purpose: This MOU is for the purpose of coordinating **Educational Support for Dependent (IV-E Foster Care Administrative Activities)**. The purpose of this MOU is to identify the roles and responsibilities for the HSA and KCOE and outline the budgetary and occupational parameters allowing for the drawdown of the Title IV-E matching funds.

Background: KCOE operates the Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code sections 42920-42925. Under this direction, KCOE has contracted to coordinate educational services to pupils in foster care in Kings County.

Based on the similar mission of the FYSCP and the HSA, a natural collaboration was established for serving foster youth in Kings County and this MOU is intended to ensure all of the Kings County foster youth receive support and educational opportunities, in accord with Education Code sections 42921, 48853.5, and 49069.5.

The purpose of this MOU is to identify the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act. This MOU conforms to applicable federal and state laws and shall be updated as required pursuant to any change in federal and state laws to ensure compliance.

HSA SHALL:

1. Work in partnership with KCOE FYSCP to achieve the identified goals and outcomes;
2. Assign a lead staff person to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
3. Work with KCOE FYSCP to implement a jointly-developed process for the sharing/mutual exchange of information and data for all youth served pursuant to this MOU;
4. Facilitate and participate in joint problem solving with KCOE FYSCP to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding;
5. Provide a venue to leverage California Department of Education Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs; and
6. Work with KCOE FYSCP to enhance educational involvement in the Independent Living Plan process.

KCOE SHALL:

1. Work with HSA to ensure no duplication of activities to serve foster youth;

2. Work with HSA to minimize changes in school placement;
3. Work with the school districts in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, coordinate completion of transfers at an educationally appropriate time with accurate partial credits awarded and the timely enrollment of the pupil;
4. Providing education-related information to HSA to assist in delivering services to foster children, including, but not limited to, educational status and progress information required for inclusion in court reports by Welfare and Institutions Code section 16010;
5. Respond to requests from the juvenile court for information, and working with the court to ensure the delivery or coordination of necessary educational services;
6. Work to obtain, identify, and refer children to mentoring, tutoring, vocational training and other services designed to enhance the educational prospects of foster children;
7. Facilitate communication between the educational rights holder, foster care provider, district or school site foster youth liaison and any other school staff or education service providers for the child;
8. Share information with the foster care provider regarding available training programs that addresses education issues for children in foster care;
9. Refer caregivers and educational rights holders of foster youth who have special education needs to special education programs and services;
10. Refer foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following:
 - a. Mentoring
 - b. Counseling
 - c. Transitioning services
 - d. Emancipations services
11. Establish collaborative relationships and advisory group(s);
12. Establish a mechanism for the efficient and expeditious transfer of health and education records and the Health and Education Passport;
13. Provide regular updates on the status, grades and performance of Kings County foster youth, including but not limited to 504 agreements, Individual Education Plans as attained from the school districts;
14. Tracking data and reporting on outcomes within the time schedule established in joint agreement with the HSA; and
15. Provide Kings County local administration of the Foster Focus System, ensure training, skill development and of authorized HSA staff in the Foster Focus System.

GENERAL TERMS:

1. TIME OF PERFORMANCE

This MOU shall remain in full force and effect until **June 30, 2021**, or the MOU is otherwise terminated.

2. AMENDMENTS

This MOU may be modified only by a written amendment signed by HSA and KCOE.

3. TERMINATION

Either HSA or KCOE shall have the right to terminate this MOU by giving the other Party thirty (30) calendar days prior written notice of its intention to terminate specifying the date of termination.

4. FISCAL

Estimated annual budget is reflected in Exhibit A. The budget may change each subsequent year:

KCOE Match	\$271,201
CDSS Title IV-E obligation	<u>\$173,282</u>
Total Program Costs	\$444,483

The maximum obligation of the County under this MOU shall be **\$173,282**, or the actual federal share of allowable costs, whichever is less. The maximum obligation of the County under this MOU may change as costs or funding shifts, but shall never be greater than the County's actual federal share of allowable costs. (e.g. If the current federal foster rate is 78%, then 50% claiming would equal approximately 39% , requiring a 61% match from KCOE in non-federal and non-direct services dollars spent on allowable administrative activities.)

A. KCOE shall submit all invoices with supporting documents quarterly electronically to HSA.Contracts@co.kings.ca.us, detailing actual expenditures. Invoices shall be submitted no later than fifteen (15) calendar days after the end of the quarter. Payments shall be remitted for the term of this MOU not to exceed the maximum obligation under this MOU of **\$173,282** per year for the services described herein.

B. HSA will submit a quarterly claim to CDSS for reimbursement from Title IV-E for the federal share of the KCOE expenses incurred for performance of Title IV-E allowable administrative activities. Upon receipt of the reimbursement, HSA will pay KCOE the amount received.

C. KCOE is responsible for the Match amount, which is estimated at the federal discount rate of the total program cost, representing the non-federal share of cost. KCOE shall certify the expenditure of this share of cost, and that these funds were not used as match to any other federal program. The Match shall be documented on a quarterly invoice and must be expended in order to claim Title IV-E reimbursement.

D. KCOE will be solely responsible for any audit exceptions or disallowable costs claimed through this MOU.

5. FUNDING PROGRAM

It is mutually understood that this MOU is valid and enforceable only if sufficient funds are made available for the purposes of this program and only if sufficient funds are made available to the County by the CDSS. In addition, this MOU is subject to any additional restrictions, limitations, or conditions enacted by Congress or the State of California, or any statute enacted by the Congress or the State of California, which may affect the provisions, terms, or funding of this MOU in any manner.

6. INDEMNIFICATION

The County and KCOE shall indemnify, defend, and hold harmless the other, its officers, board members, agents, employees, volunteers and authorized representatives from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, claims, liens, causes of action, judgments, expenses, damages to property and injuries to or death of persons) occurring or resulting to any and all persons, firms, or corporations to the extent such claims, liabilities, and losses arise out of, or are connected to, the indemnifying Party's action or inaction related to this MOU.

7. CONFIDENTIALITY AND RECORDS

A. Confidentiality

Both Parties and their officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code sections 827 and 10850, 45 CFR section 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Confidential information gained by KCOE from access to any such records and from contact with its clients and complainants, shall be used by KCOE only in connection with its conduct of the program under this MOU. HSA, through the Director, shall have access to such confidential information and records to the extent allowed by law and such information and records in the hands of HSA shall remain confidential and may be disclosed only as permitted by law.

B. Maintenance and Availability of Records:

KCOE shall prepare and maintain all reports and records related to this MOU that may be required by Federal, State or HSA rules and regulations, and shall furnish such reports and records to HSA and to the State and Federal governments, upon request, as allowable by law.

C. Retention of Records:

KCOE shall maintain and preserve all records related to this MOU for a period of five (5) years from the date of final payment under this MOU and beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this MOU is resolved.

8. COMPLIANCE WITH LAW

KCOE shall comply with the provisions set forth in **Exhibit A** of this Agreement and all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment. KCOE shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation on the part of KCOE on such laws, rules, regulations, requirements and directives.

9. ADA COMPLIANCE

KCOE shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this MOU.

KCOE shall ensure that all persons receiving programs, services, or activities through this MOU shall have available a copy of County's ADA grievance procedures as set forth in the County's ADA Self-Evaluation, Appendix E, which is attached to this MOU as **Exhibit C**.

10. INCORPORATION OF RECITALS AND EXHIBITS; ENTIRE AGREEMENT

This MOU, including all exhibits and recitals which are fully incorporated into and are integral parts of this MOU, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by County or KCOE other than those contained herein. This MOU represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the MOU.

11. NOTICE

Any notice necessary to the performance of this MOU shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY:
Sanja K. Bugay, Director
Kings County Human Services Agency
1400 W. Lacey Blvd., Bldg. #8
Hanford, CA 93230
Phone No: (559) 582-3241, Ext. 2200

CONTRACTOR:
Carmen Barnhart, Assistant Superintendent
Kings County Office of Education
1144 West Lacey Blvd.
Hanford, CA 93230
Phone No: 559-589-2500

IN WITNESS WHEREOF, the HSA and KCOE have executed this MOU the day and year first written above.

KINGS COUNTY HUMAN SERVICE AGENCY

KINGS COUNTY OFFICE OF EDUCATION

By: _____
Sanja K. Bugay, Director

By: _____
Carmen Barnhart, Assistant Superintendent

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By: _____
Juliana F. Gmur, Assistant County Counsel

- Exhibits/Attachments:
- Exhibit A:** Budget
 - Exhibit B:** Assurance of Compliance with County – Non Discrimination
 - Exhibit C:** Kings County ADA Grievance Procedure

Exhibit A
Budget
Kings County Office of Education
2017-2018 Budget

\$444,483.00

Employee Salaries

Director	.25 FTE	\$17,482.00
Youth Services Coordinator	1 FTE	\$63,610.00
Youth Services Coordinator	.25 FTE	\$12,576.00
Ed Learning Advisor	1 FTE	\$34,936.00
Ed Learning Advisor	1 FTE	\$34,936.00
Ed Learning Advisor	1 FTE	\$34,936.00
Students (CVTP)	1 FTE	\$9,600.00
Clerical & Office	.5 FTE	\$17,046.00
Subtotal - Salaries		\$225,122.00

Employee Benefits

State Teachers Retirement System	\$2,851.00
Public Employees Retirement System	\$35,770.00
FICA/Medicare	\$3,859.00
Health & Welfare	\$49,113.00
State Unemployment Insurance	\$108.00
Worker's Compensation Insurance	\$3,877.00
Retiree Health	\$5,853.00
Subtotal - Benefits	\$101,431.00

Other Expenses

Books & Other Materials	\$2,000.00
Supplies & Materials	\$10,000.00
Travel & Conference	\$18,150.00
Rentals, Leases & Repairs	\$2,000.00
Transfers & Direct Costs	\$8,408.00
Contracted Services	\$37,500.00
Communications	\$200.00
Subtotal -Other Expenses	\$78,258.00

Indirect Costs (9.8%)	\$39,672.00
Total Budget	\$444,483.00

Exhibit B

Assurance Of Compliance with the Kings County Human Services Agency
For Nondiscrimination In State and Federally Assisted Programs

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); the Food Stamp Act of 1977, and in particular section 272.6; (7 U.S.C. § 2012 *et seq.*); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 *et seq.*); Government Code Section 11135 *et seq.*; California Code of Regulations 22 CCR §§ 98000 - 98413; 24 CCR § 3105a(e); the Dymally-Alatorre Bilingual Services Act (Government Code § 7290 *et seq.*) and other applicable federal and state laws, as well as their implementing regulations. Contractor will ensure that employment practices and provision of services under this Agreement are nondiscriminatory, and that no person shall because of race, color, creed, national origin, ethnic group identification, political affiliation, religion, marital status, sex, sexual orientation, age, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination. Contractor shall immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Carmen Barnhart
Assistant Superintendent

Exhibit C

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

Kings County Grievance Procedure under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than sixty (60) calendar days after the alleged violation to:

Kevin McAlister, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 25, 2018

SUBMITTED BY: Human Resources – Leslie McCormick Wilson/Kelley Mattos

SUBJECT: REVISED FISCAL ANALYST I/II SERIES JOB SPECIFICATIONS

SUMMARY:

Overview:

The Human Resources Department is proposing to update job specifications for the Fiscal Analyst I/II classification series.

Recommendation:

Approve the revised job specification for Fiscal Analyst I/II with no change in salary.

Fiscal Impact:

There is no fiscal impact from the proposed job specification changes.

BACKGROUND:

Attached are the revised job specifications for the Fiscal Analyst I and Fiscal Analyst II. Human Resources has updated the minimum education requirements by removing the additional qualifying experience substitution for the required education. This education update is to be consistent with the Fiscal Analyst III, the advanced level in the Fiscal Analyst series. Currently, there are no positions filled at the Fiscal Analyst I level, and Level II incumbents will remain qualified. In addition, changes have been made to the Level II experience to emphasize the administration and fiscal management experience needed to perform at the journey level.

The draft Fiscal Analyst I/II specification also includes updates to the definition and distinguishing characteristics. Minor changes were made to the examples of duties. The requirement for both levels to possess a valid California Driver's license was added, the special requirement to qualify for a security clearance

(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

REVISED FISCAL ANALYST I/II SERIES JOB SPECIFICATIONS

September 25, 2018

Page 2 of 2

including a background check was added. The desirable qualifications were removed and incorporated into the abilities section of the job specification. Finally, updates were made to the knowledge and abilities sections to include knowledge of state, federal, and county fiscal policies. A work environment was also added, and the probation period was updated to one year for both levels in the classification series.

FISCAL ANALYST I/II

DEFINITION

Under direction, to plan, organize, monitor, perform and direct the fiscal activities and financial analysis in areas such as budgets, revenues, cash flow forecasting, revenue recovery of a major county department; and to perform related work as required. This class has responsibilities for financial activities, fiscal administration, budget preparation and management, and cash flow management. Depending on department, may also submit for and oversee state and federal grant programs.

DISTINGUISHING CHARACTERISTICS

The Fiscal Analyst I/II class is utilized in major departments with complicated fiscal and accounting systems. Fiscal Analyst I is the entry level in this professional series and works under relatively close direction. Incumbents are expected to advance to the II level upon satisfactory completion of the minimum requirements for the higher level and when, upon the recommendation of the Department Head, they have demonstrated the ability to perform at the experienced level.

Fiscal Analyst II is the journey level in the Fiscal Analyst class series providing substantial knowledge of department specific budget and programs, and making recommendations and reports while taking into consideration financial and budgetary issues. Incumbents are expected to exercise considerable independent judgment and initiative, and to independently perform the full range of duties under general direction.

Fiscal Analysts are distinguished from the Accounting Technician and Fiscal Specialist classifications by the exercise of a higher level of responsibility for budget preparation, maintenance, control and accounting work. Incumbents report directly to the department head or designated senior management.

EXAMPLES OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Plans, coordinates and reviews the activities of the department's fiscal unit; personally prepares or coordinates and controls the departmental budget; maintains and reviews financial and statistical records to control and disburse funds in accordance with the goals and objectives of the department; monitors contracts; analyzes and interprets financial data in order to provide management planning; confers with and advises the department head and other program staff members on fiscal activities; balances, verifies, and reconciles accounts as necessary and prepares financial statements and journals; gathers and analyzes data and prepares reports and recommendations on fiscal, administrative, organizational or other management problems or projects; prepares regular financial reports; may supervise the department's revenue collection/distribution unit; may supervise the review of all requisitions, purchase orders, claims, and payroll disbursements for budgetary compliance; coordinates and prepares various federal, state, and county grants, reports and audits; may supervise the annual inventory of property; may

train and supervise subordinate professional and clerical personnel; and performs related duties as required.

When assigned to departments with major state and/or federal fundings or grants, coordinates fiscal activities with the Finance Department in order to supplement existing fiscal procedures to meet federal and state requirements; reviews all sub grantee contracts and financial reports to ensure compliance with minimum accounting standards; assists subcontractors and sub grantees in adapting accounting systems to the federal and state fiscal requirements; arranges for and may schedule audits of sub grantees and subcontractors; attends meetings and may represent the County at State/federal meetings as necessary.

MINIMUM QUALIFICATIONS

Any combination of education and relevant experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Fiscal Analyst I:

Education: Graduation from a four-year accredited college or university with a degree in accounting, finance, business administration, public administration or a closely related field.

Experience: None required.

Fiscal Analyst II:

Education: Same as level I.

Experience: One year of experience as a Fiscal Analyst I with Kings County or an equivalent position in a public agency; OR two years of responsible professional fiscal administration and/or fiscal management experience.

Both Levels:

License: Possession of a valid California driver's license issued by the Department of Motor Vehicles at the time of appointment.

Special Requirements: Ability to qualify for security clearance through fingerprint check and a comprehensive background investigation which may include a credit report. Ability to work irregular hours as necessary. Ability to travel within and outside the County.

Knowledge of: Principles of public financial administration, organization and management; state, federal and county reporting requirements and fiscal policies; administrative survey principles and techniques; statistical methods and procedures; cost accounting; County budget and fiscal operations; statutory regulations involving governing the collection, receipt, custody and administration of fees and other revenue; administrative survey principles and techniques; statistical methods and procedures; accounting procedures; basic computer operation and utilization of word processing, spreadsheet and presentation software programs; principles of supervision, evaluation and training; principles of confidentiality; effective personnel practices and procedures.

Ability to: Analyze accounting and fiscal data to draw sound conclusions; gather and analyze data and prepare reports; plan, organize, direct and coordinate the work of accounting, fiscal, budget, revenue recovery and administrative staff; develop and implement new and revise existing fiscal methods and procedures; apprise Department Head/managers on issues related to fiscal accountability, reporting, and budgeting and make recommendations; utilize Microsoft Office Suite Programs (i.e. Word, Excel, PowerPoint) and other financial data management systems utilized by department; read, interpret and apply legal and administrative concepts to departmental accounting functions; interpret rules and regulations, contracts, and agreements; learn and understand state and federal grant funding sources and related fiscal activities and responsibilities; speak and write effectively; establish and maintain cooperative working relationships with department personnel, state and county officials, representatives of other agencies, regulatory commissions and boards, and the public; maintain confidentiality of sensitive information; independently prioritize workload and exercise initiative in performing work assignments; meet deadlines and manage time effectively; exercise tact and professionalism; supervise, train and evaluate subordinate staff; attend meetings and trainings; safely operate a motor vehicle.

Physical Demands and Work Environment: Work primarily in an office environment including sitting and working at a desk; work with computer equipment; regularly work with general office equipment and files; visual ability to read and view computer screens; communicate in person, by computer, and over the phone.

Overtime Status: Exempt Medical Group: C Probationary Period: One (1) year (both levels)
--

FISCAL ANALYST I/II

DEFINITION

Under direction, to plan, organize, **monitor, perform** and direct the fiscal activities and **financial analysis in areas such as budgets, revenues, cash flow forecasting, revenue recovery** of a major county department; and to perform related work as required. **This class has responsibilities for financial activities, fiscal administration, budget preparation and management, and cash flow management. Depending on department, may also submit for and oversee state and federal grant programs.**

DISTINGUISHING CHARACTERISTICS

The Fiscal Analyst I/II class is utilized in major departments with complicated fiscal and accounting systems. **Fiscal Analyst I** ~~The I level~~ is the entry ~~and trainee level~~ **in this professional series and works under relatively close direction.** Incumbents are expected to ~~move advance to the II level after the required experience is gained.~~ **upon satisfactory completion of the minimum requirements for the higher level and when, upon the recommendation of the Department Head, they have demonstrated the ability to perform at the experienced level.**

Fiscal Analyst II is the journey level in the Fiscal Analyst class series providing substantial knowledge of department specific budget and programs, and making recommendations and reports while taking into consideration financial and budgetary issues. Incumbents are expected to exercise considerable independent judgment and initiative, and to independently perform the full range of duties under general direction.

Fiscal Analysts are distinguished from the Accounting Technician **and Fiscal Specialist** classifications by the exercise of a higher level of ~~accounting work and~~ **responsibility for budget preparation, maintenance, control and accounting work.** Incumbents report directly to the department head, ~~assistant department head, or designated senior management. or the chief of a major division.~~

EXAMPLES OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Plans, coordinates and reviews the activities of the department's fiscal unit; personally prepares or coordinates and controls the departmental budget; maintains and reviews financial and statistical records to control and disburse funds in accordance with the goals and objectives of the department; **monitors contracts**; analyzes and interprets financial data in order to provide management planning; confers with and advises the department head and other program staff members on fiscal activities; balances, **verifies, and reconciles** accounts as necessary and prepares financial statements **and journals**; gathers and analyzes data and prepares reports and recommendations on fiscal, administrative, organizational or other management problems or projects; prepares regular financial reports; may supervise the department's revenue collection/distribution unit; may supervise the review of all requisitions, purchase orders, claims, and payroll disbursements for budgetary compliance; **coordinates and prepares various federal, state, and county grants, reports and audits**; may supervise the annual inventory of property; may

train and supervise subordinate professional and clerical personnel; and performs related duties as required.

When assigned to departments with major state and/or federal fundings or grants subventions, coordinates fiscal activities with the Finance Department Auditor-Controller's Office in order to supplement existing fiscal procedures to meet federal and state requirements; reviews all sub grantee contracts and financial reports to ensure compliance with minimum accounting standards; assists subcontractors and sub grantees in adapting accounting systems to the federal and state fiscal requirements; arranges for and may schedule audits of sub grantees and subcontractors; attends meetings and may represent the County at State/federal meetings as necessary.

MINIMUM QUALIFICATIONS

Any combination of education and relevant experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Fiscal Analyst I:

Education: Equivalent to graduation from a four-year accredited college or university with a degree major course work in accounting, finance, business administration, public administration or a closely related field. Level II qualifying experience may substitute for the required education on a year for year basis.

Experience: None required.

Fiscal Analyst II:

Education: Same as level I above.

Experience: One year of experience as a Fiscal Analyst I with Kings County or an equivalent position in a public agency; OR two years of responsible professional fiscal administration and/or fiscal management/governmental accounting experience. or experience in conducting studies and developing recommendations on a variety of fiscal, organizational or administrative activities.

Both Levels:

License: Possession of a valid California driver's license issued by the Department of Motor Vehicles at the time of appointment.

Special Requirements: Ability to qualify for security clearance through fingerprint check and a comprehensive background investigation which may include a credit report. Ability to work irregular hours as necessary. Ability to travel within and outside the County.

~~Desirable Qualifications: Experience in the use of business computers which must include working knowledge of word processing, spreadsheet and presentation software programs. Experience utilizing Microsoft Office Suite programs (i.e. Word, Excel, and PowerPoint) or other financial data management system is preferred.~~

MINIMUM QUALIFICATIONS (continued)

Knowledge of: Principles of public financial administration, organization and management; state, federal and county reporting requirements and fiscal policies; administrative survey principles and techniques; statistical methods and procedures; cost accounting; County budget and fiscal operations; statutory regulations involving governing the collection, receipt, custody and administration of fees and other revenue; administrative survey principles and techniques; statistical methods and procedures; accounting procedures; basic computer operation and utilization of word processing, spreadsheet and presentation software programs; principles of supervision, evaluation and training; principles of confidentiality; effective personnel practices and procedures.

Ability to: Analyze accounting and fiscal data to draw sound conclusions; Gather and analyze data and prepare reports; plan, organize, direct and coordinate the work of accounting, fiscal, budget, revenue recovery and administrative staff; develop and implement new and revise existing fiscal methods and procedures; apprise Department Head/managers on issues related to fiscal accountability, reporting, and budgeting and make recommendations; utilize Microsoft Office Suite Programs (i.e. Word, Excel, PowerPoint) and other financial data management systems utilized by department; read, interpret and apply legal and administrative concepts to departmental accounting functions; interpret rules and regulations, contracts, and agreements; learn and understand state and federal grant funding sources and related fiscal activities and responsibilities; speak and write effectively; establish and maintain cooperative working relationships with department personnel, state and county officials, representatives of other agencies, regulatory commissions and boards, and the public; maintain confidentiality of sensitive information; independently prioritize workload and exercise initiative in performing work assignments; meet deadlines and manage time effectively; exercise tact and professionalism; supervise, train and evaluate subordinate staff; attend meetings and trainings; safely operate a motor vehicle.

Physical Demands and Work Environment: Work primarily in an office environment including sitting and working at a desk; work with computer equipment; regularly work with general office equipment and files; visual ability to read and view computer screens; communicate in person, by computer, and over the phone.

Overtime Status: Exempt

Medical Group: C

Probationary Period: One (1) Year (both levels)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 25, 2018

SUBMITTED BY: Information Technology Department – John Devlin/Anthony Walecki

SUBJECT: TRANSFER OF FUNDS TO PURCHASE REPLACEMENT PALO ALTO NETWORKS NEXT GENERATION FIREWALL APPLIANCES

SUMMARY:

Overview:

The Information Technology Department requests your Board approve the transfer of funds from an office expense account to a capital asset account for the purchase of Palo Alto Networks next generation firewall appliances to replace obsolete equipment.

Recommendation:

1. Approve the transfer of funds from an office expense account to a capital asset account in Budget Unit 195000 for the purchase of Palo Alto Networks next generation firewall appliances; and
2. Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer Form. (4/5 vote required)

Fiscal Impact:

There is no impact on the General Fund with this request, and no additional funding will be added to the Fiscal Year 2018-2019 Budget. The transfer request of \$17,697 is included in the Fiscal Year 2018-2019 Adopted Budget. Funds are proposed to be moved within Budget Unit 195000 from the Network Maintenance account (82217015) to the Computer Switches account (82440128).

BACKGROUND:

The Information Technology Department currently has two (2) clustered firewall appliances originally deployed in September 2010, which are used to perform various security functions to protect law enforcement data from outside compromise. The current firewall vendor, Juniper, has notified its customers that the current models will be obsolete effective May 10, 2019. Effective May 10, 2018, hardware support is no longer available.

(Cont'd)

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.

Agenda Item

TRANSFER OF FUNDS TO PURCHASE REPLACEMENT PALO ALTO NETWORKS NEXT GENERATION FIREWALL APPLIANCES

September 25, 2018

Page 2 of 2

The replacement appliances are currently included in the Fiscal Year 2018-2019 Adopted Budget and there would be no additional impact on the General Fund associated with this purchase. The new appliances were selected as Palo Alto is our new security standard. Palo Alto provides much more in-depth protection than the older Juniper technology. The new appliances should last 8 – 10 years per manufacturer specifications. The reason for this requested Board action is to move the originally anticipated expenditure amount to the Capital Asset key, as the two Palo Alto-850 appliances are both over \$5,000 each, requiring the purchase be conducted through a capital asset account per Kings County accounting standards.

QUOTE CONFIRMATION



DEAR ANTHONY WALECKI,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KCMB822	9/19/2018	KCMB822	6721374	\$17,696.25

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Palo PA-850 - security appliance Mfg. Part#: PAN-PA-850 UNSPSC: 43222501 Contract: Standard Pricing	2	4476776	\$8,250.00	\$16,500.00

PURCHASER BILLING INFO		SUBTOTAL	\$16,500.00
Billing Address: COUNTY OF KINGS INFORMATION TECHNOLOGY 1400 W LACEY BLVD HANFORD, CA 93230-5997 Phone: (559) 582-3211 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00	
	SALES TAX	\$1,196.25	
	GRAND TOTAL	\$17,696.25	
	DELIVER TO		
Shipping Address: COUNTY OF KINGS INFORMATION TECHNOLOGY 1400 W LACEY BLVD HANFORD, CA 93230-5997 Phone: (559) 582-3211 Shipping Method: DROP SHIP-GROUND	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Chris Anderson

(877) 570-2643

chrande@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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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 September 25, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT – KINGS COUNTY
AMERICANS WITH DISABILITIES ACT TRANSITION PLAN

SUMMARY:

Overview:

In April of 2017, your Board awarded the design contract for the Community Development Block Grant Americans with Disabilities Act Transition Plan to Mark Thomas & Company, Inc. The design has been completed, and staff is requesting authorization to advertise the project for construction.

Recommendation:

- 1. Approve the Plans and Specifications of the Community Development Block Grant – Kings County Americans with Disabilities Act Transition Plan project; and**
- 2. Authorize the Public Works Department to advertise this project for construction.**

Fiscal Impact:

This project will not impact the General Fund; Community Development Block Grant (CDBG) funds will supply the estimated \$1,250,000 construction cost. The County Road Fund will pay all invoices as shown in the adopted Fiscal Year 2018-2019 Budget, in Budget Unit 311000, Account 8222135. CDBG funds will reimburse the County Road Fund for all project expenditures.

BACKGROUND:

In December of 2016, Kings County was awarded a Community Development Block Grant from the State of California Department of Housing and Community Development in the amount of \$1,750,000, with the primary purpose of improving the sidewalks within the public Right of Way. The County will utilize this grant to make substantial progress towards constructing the previously prepared Kings County Americans with Disabilities Act Transition Plan. Public Works staff issued a Request for Qualifications (RFQ) on February 17, 2017 in accordance

(Cont'd)

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.

Agenda Item

COMMUNITY DEVELOPMENT BLOCK GRANT – KINGS COUNTY AMERICANS WITH DISABILITIES ACT TRANSITION PLAN

September 25, 2018

Page 2 of 2

with CDBG Program guidelines for engineering design services. Mark Thomas & Company, Inc. was unanimously selected by the committee as being the most qualified based on the information provided in the RFQ response. Project design was completed in September of 2018 with estimated construction completion in February of 2019. The construction contract amount is estimated to be \$1,250,000.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 25, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: ENGIE SOLAR PROJECT SUPPLEMENTAL DOCUMENTS

SUMMARY:

Overview:

As part of the solar project with Engie North America Inc., it is necessary for the County to sign an attestation for Southern California Edison stating that the County meets their demonstration of site exclusivity requirements.

Recommendation:

Authorize the Chairman to sign the Attestation for Demonstration of Site Exclusivity for the Engie Solar Project.

Fiscal Impact:

Signing the requested forms will not impact the General Fund.

BACKGROUND:

As part of the solar project with Engie North America Inc, the County is required to sign an additional document for Southern California Edison (SCE). The document in question is an Attestation for Demonstration of Site Exclusivity, which provides SCE with an assurance that Engie has a final, non-appealable permit, license, or other right to use the property for the purpose of generating electric power and in acreage reasonably necessary to accommodate the Generating Facility. Staff has determined that the County owning the property and entering into a power purchase agreement (with associated site leases) fulfills this requirement.

The document 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 to the Board

By _____, Deputy.

Attestation for Demonstration of Site Exclusivity

Attn: Manager, Generator Interconnections
Kings County
1220 W. Lacey Blvd., Hanford, CA 93230

As an officer, agent or representative of Kings County, I hereby attest that all the Site Exclusivity documentation listed Attachment A and submitted associated with the Interconnection Request, known under the project name Kings County, meets the demonstration of Site Exclusivity requirements pursuant to SCE's Rule 21, Section E.2.d (Site Exclusivity). For reference, Rule 21 sections applicable to site exclusivity are identified in Attachment B.

I further understand that Site Exclusivity will be considered deficient and could result in withdrawal of the Interconnection Request if Kings County does not, in fact, comply with the Site Exclusivity definitional requirements established in Rule 21.

I am authorized to sign this attestation on behalf of Kings County.

Signed

Printed name

Attachment A

List of Site Control Documents Provided with
Interconnection Request

1. Kings County Assessors Map
2. Kings County Government Center – Title Report (APN 010-310-054, 010-310-055)
3. Kings County County Drive – Title Report (APN 010-310-035, 010-310-049, 010-310-052)

Attachment B

For reference, the applicable sections of [Rule 21](#) are identified below

- Section C. DEFINITIONS, Site Exclusivity:

Documentation reasonably demonstrating: (1) For private land: (a) Ownership of, a leasehold interest in, or a right to develop property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility; or (b) an option to purchase or acquire a leasehold interest in property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility. (2) For public land, including that controlled or managed by any federal, state or local agency, a final, non-appealable permit, license, or other right to use the property for the purpose of generating electric power and in acreage reasonably necessary to accommodate the Generating Facility, which exclusive right to use public land under the management of the federal Bureau of Land Management shall be in a form specified by the Bureau of Land Management. The demonstration of Site Exclusivity, at a minimum, must be through the Commercial Operation Date of the new Generating Facility or increase in capacity of the existing Generating Facility.

- Section E, INTERCONNECTION REQUEST SUBMISSION PROCESS, 2. Interconnection Request Process, d. Site Exclusivity:

Documentation of Site Exclusivity must be submitted with the Interconnection Request. This requirement does not apply to Applicants with NEM-1 Generating Facilities, NEM-2 ≤ 1 MW Generating Facilities, or Non-Export Generating Facilities.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 25, 2018

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: STUDY SESSION – REVIEW OF KINGS WASTE AND RECYCLING
AUTHORITY COST OF SERVICE STUDY AND PROGRAMMATIC
ASSESSMENT OF THE MATERIALS RECOVERY FACILITY OPERATIONS

SUMMARY:

Overview:

This study session will outline the cost of services provided by Kings Waste and Recycling Authority (KWRA) as well as an assessment of the agencies Materials Recovery Facility (MRF) operations.

Recommendation:

Study Session to outline the cost of services provided by Kings Waste and Recycling Authority as well as an assessment of the Materials Recovery Facility operations.

Fiscal Impact:

None with this Study Session. However, actions taken in the near future by the KWRA Board of Directors to control costs regarding its operations will result in increased fees charged by the organization to Kings County residents and agencies.

BACKGROUND:

Over the past several months, KWRA has been conducting an analysis of its cost of services to determine whether the fees charged by the agency are adequately covering costs and whether program operations can or should be adjusted to control expenditures. On Wednesday, August 29, 2018, KWRA held a special session of its Board of Directors to discuss the final reports prepared by its consultants regarding its cost of services. The main objective of this study is to estimate the overall cost of services and the associated program revenue surpluses or shortfalls of KWRA's major operations. Additionally, a consultant's study was undertaken to

(Cont'd)

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.

Agenda Item

STUDY SESSION – REVIEW OF KINGS WASTE AND RECYCLING AUTHORITY COST OF SERVICE STUDY AND PROGRAMMATIC ASSESSMENT OF THE MATERIALS RECOVERY FACILITY OPERATIONS

September 25, 2018

Page 2 of 2

review the MRF operations to determine whether changes can or should be made to control costs. Additionally, alternative services models were discussed, such as potentially contracting out the service including the pros and cons of doing such. The MRF provides recovery and sorting of recyclable materials so that they can be segregated by material type and sold on the market. The cost of service and MRF operations studies were undertaken as an effort to help the Board of Directors make informed decisions about potential program changes to strengthen the financial position of the organization as well as augment fees charged to the public and member agencies for transfer and materials recovery services at its facility.

In an effort to help your Board's representatives to the KWRA Board of Directors make an informed decision regarding the future operations and potential changes to the cost structure of fees charged by KWRA, the Executive Director of KWRA has been asked to attend your Board's meeting to present an overview of the consultants' studies and the expected financial impacts and potential programmatic changes. This will provide your Board with an opportunity to discuss the issues in open session and provide feedback on possible preferred outcomes.