

**Exhibit B Attachment I - Budget**  
 Quarterly Reports (Year 1)  
 07/01/2018 through 06/30/2019

**Personnel**

Position Title	# of Staff	Hourly Rate	Number of Hours	Annual Cost
Project Director - Consulting	1			

Total Salary \$  
 Fringe Benefits (NA) \$ 0

Total Personnel \$

**Operating Expenses**  
 None

Total Operating Expenses \$ 0

**Equipment**  
 None

Total Equipment Expenses \$ 0

**Travel (At CalHR reimbursement rates)**  
 None

Total Travel \$ 0

**Subcontracts**  
 None

Personnel      Operating Expenses      Travel      Subcontracts      Indirect Costs      Total Costs

Total Subcontracts \$ 0

**Other Costs**  
 None

Total Other Costs \$ 0

**Indirect Costs**

Indirect Costs \$ 0

Annual Budget Total \$

**Budget Narrative - Year 1**

**DELIVERABLE 10 QUARTERLY REPORTS AND PROJECT MANAGEMENT**

This deliverable includes all related to client reporting and project management. HMA will provide written reports within 30 days of end of first, second, and third project quarters and will execute all project management functions to assure that project is conducted in accordance with the budget, scope of work, and timelines, and to the satisfaction of DHCS.

The budget is [REDACTED] and will be invoiced following the submittal of each report at a rate of [REDACTED].

**1. Personnel**

The Project Director will contribute [REDACTED] hours to writing the reports and conducting project management.

**2. Subcontract**

None

**Exhibit B Attachment I – Budget  
 Final Report (Year 1)  
 07/01/2018 through 06/30/2019**

**Personnel**

Position Title	# of Staff	Hourly Rate	Number of Hours	Annual Cost
Project Director - Consulting	1			
Project Specialist - Consulting	1			
Project Assistant	1			
<b>Total Salary</b>				\$ [redacted]
<b>Fringe Benefits (NA)</b>				\$ 0
<b>Total Personnel</b>				\$ [redacted]

**Operating Expenses**  
None

**Total Operating Expenses** \$ 0

**Equipment**  
None

**Total Equipment Expenses** \$ 0

**Travel (At CalHR reimbursement rates)**  
None

**Total Travel** \$ 0

**Subcontracts**

Angel Arrelano

Personnel	Operating Expenses	Travel	Subcontracts	Indirect Costs	Total Costs
[redacted]	\$0	\$0	\$0	\$0	[redacted]

**Total Subcontracts** \$ [redacted]

**Other Costs**  
None

**Total Other Costs** \$ 0

**Indirect Costs**

**Indirect Costs** \$ 0

**Annual Budget Total** \$ [redacted]

## Budget Narrative - Year 1

### **DELIVERABLE 11 FINAL REPORT**

This deliverable covers all activities and processes related to preparing and submitting a final report to DHCS. The final report will be submitted no later than 60 days after the project end date. It will summarize project activities, accomplishments, challenges, and lessons learned by HMA, the County teams (in general terms, not as a formal evaluation), Advisory Committee members, and other stakeholders.

The budget is [REDACTED] and will be invoiced as a lump sum upon submittal of the report.

#### **1. Personnel**

The Project Director will contribute [REDACTED] hours to the framing, writing, and final review of the report.

The Project Specialist will contribute [REDACTED] hours to the writing of the report.

The Project Assistant will contribute [REDACTED] hours to graphic enhancements, formatting, and proof reading of the report.

#### **2. Subcontract**

Subcontractor Angel Arrelano will contribute [REDACTED] hours to the writing of the report.

**Exhibit B Attachment II – Schedule 1**  
 Subcontractor Budget  
 07/01/2018 through 06/30/2019

Name of Subcontractor: Angel Arrelano

Personnel – Working Titles (List Position titles & # of staff)	% of Time, FTE, or # of Hours	Mo. Salary Range or Hourly Rate	Amount Budgeted
Angel Arrelano - Consulting		\$	\$
Angel Arrelano – Conference Planning		\$	\$
Angel Arrelano – Travel time		\$	\$
			\$
			\$
			\$
<b>Personnel Subtotal</b>			\$

**Fringe Benefits** \$ 0

**Total Personnel** \$

**General or Operating Expenses**

Disposable supplies	\$0
Telecommunications	\$0
Printing/Reproduction	\$0

**Gen. Expense Total** \$ 0

**Travel Costs (at CalHR rates)** \$

**Subcontracts**

Reprographic services	\$0
Outreach services	\$0

\$

**Indirect Costs** \$ 0

**TOTAL COSTS** \$

This subcontractor expense schedule is provided for informational purposes only and is subject to change.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

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

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support



enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

### Special Terms and Conditions

*(For federally funded service contracts or agreements and grant agreements)*

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.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- 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 DHCS, 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.
- 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 DHCS 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 DHCS, the Contractor may request in writing to DHCS, 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.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

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

### a. Equipment/Property definitions

Wherever the term equipment and/or 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 DHCS 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 DHCS 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 and/or subcontractor, 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 h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property 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/property and services related to such purchases for performance under this Agreement.

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

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall

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

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property 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, 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/property 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 DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, 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 DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor 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 and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor 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 and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

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

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

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

- (2) **Annual Equipment/Property Inventory** - 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 DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS 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 DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS 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 either the DHCS Program Contract Manager or DHCS' 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, DHCS 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 and/or Subcontractor 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, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor 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 DHCS 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 DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS 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 and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS 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 with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, 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 and/or Subcontractor'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 DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor 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 DHCS.
- (d) The Contractor and/or Subcontractor 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 and/or Subcontractor, 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 (California Department of Health Care Services).
  - [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 the California Department of Health Care Services (DHCS), 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 and/or Subcontractor 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 DHCS, 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 and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

#### 5. 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 costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
    - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.
- b. DHCS 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 DHCS 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 DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
  - e. DHCS 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.
  - 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 DHCS to the Contractor, to permit DHCS 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."
  - i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
  - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. 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 DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## 7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures 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 and/or subcontractor'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 DHCS, 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 and/or Subcontractor 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 and/or Subcontractor 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 and/or Subcontractor 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, DVD, 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 OMB Circular A-133.

## 8. 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 work.

## 9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal 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. DHCS 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.

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS 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 DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS 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 DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' 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 DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS 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 DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS 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 DHCS, 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 DHCS 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 DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS 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 DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." 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 DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS 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 DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, 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 these terms is unattainable, and DHCS 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 DHCS.

**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 DHCS 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 DHCS 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.
  - (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) DHCS 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 DHCS 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 DHCS' 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 DHCS 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. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS 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 DHCS 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, DHCS 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 DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

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

#### **i. Survival**

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

### **11. 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.

### **12. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS 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 or Subcontractor to conduct routine business matters.

**13. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, 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.

**14. 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.)

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.

**15. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS 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 Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

#### 16. Financial and Compliance Audit Requirements

- 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 by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 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 OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". 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:
    - (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 DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 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 DHCS 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 DHCS Program Contract Manager shall forward the audit report to DHCS' 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 DHCS 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".

#### 17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes 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.

**18. Novation Requirements**

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**19. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee 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
  - (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 DHCS Program 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 DHCS may terminate this Agreement for cause or default.

**20. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, 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 or Grantee 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 or Grantee 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.

**21. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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, DHCS 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.

**22. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**23. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**24. 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.

**25. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

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

(Applicable to agreements in which computer software is used in performance of the work.)

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.

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

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial 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.
- (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.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**29. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**30. 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, DHCS 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.
- 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 Provision f (3)(a) 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 DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. **Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### 32. 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
  - (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 DHCS 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.



Attachment 1  
State of California  
Department of Health Care Services

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 subcontractors, subgrants, and contracts under grants and 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
Health Management Associates, Inc. _____ Contract / Grant Number	_____ Signature of Person Signing for Contractor
18-95362 _____ Date	_____ Title

After execution by or on behalf of Contractor, please return to:  
  
California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

**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> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <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>Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</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. Any person that fails to file the 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><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

**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 followup 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).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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.

**Exhibit E**  
Additional Provisions

**1. Amendment Process**

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the both parties and the Department of General Services (DGS), if DGS approval is required.

**2. Cancellation / Termination**

- A. This Agreement may be cancelled by DHCS without cause upon 30 calendar days advance written notice to the Contractor.
- B. DHCS 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 DHCS substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in DHCS' 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 payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

**3. Avoidance of Conflicts of Interest by Contractor**

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
  - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractors, has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
  - 2) An instance where the Contractor's or any subcontractors' employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a

**Exhibit E**  
Additional Provisions

desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

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

**4. Domestic Partners**

This provision supersedes and replaces Provision 7 (Domestic Partners) in the Department of General Services' Contractor Certification Clauses incorporated by reference within the General Terms and Conditions (GTC) cited on the face of the Agreement. Based upon an existing program exemption from Chapter 2 of Part 2 of Division 2 of the Public Contract Code that applies to this Agreement, DHCS concludes that this Agreement is not subject to the requirements of Public Contract Code Section 10295.3 governing domestic partners.

## Contractor's Release

### Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to contract number 18-95362 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) \_\_\_\_\_, in the amount(s) of \$ \_\_\_\_\_ and dated \_\_\_\_\_. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): Health Management Associates, Inc.

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: Donna Strugar-Fritsch

Distribution:      Accounting (Original)      Program

**Travel Reimbursement Information**  
**(Lodging and Per Diem Reimbursement Increase – Effective for travel on/after January 1, 2018)**

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by *the* Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt\*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts\*):

<b>Travel Location / Area</b>	<b>Reimbursement Rate</b>
All counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

\*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

<b>Meal / Expense</b>	<b>Reimbursement Rate</b>
Breakfast	\$ 7.00
Lunch	\$ 11.00
Dinner	\$ 23.00
Incidental expenses	\$ 5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this document.
  - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Auto mileage reimbursement:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **0.545 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

**Per Diem Reimbursement Guide**

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ....	Breakfast
	▶ Trip ends at least one hour after the regularly scheduled workday ..... ends or begins at or before 4:00 p.m. and ends after 7:00 p.m.	Dinner
<b><i>Lunch or incidentals cannot be claimed on one-day trips.</i></b>		
24 hours or more	▶ Trip begins at or before 6:00 a.m. ....	Breakfast
	▶ Trip begins at or before 11:00 a.m. ....	Lunch
	▶ Trip begins at or before 5:00 p.m. ....	dinner
More than 24 hours	▶ Trip ends at or after 8:00 a.m. ....	Breakfast
	▶ Trip ends at or after 2:00 p.m. ....	Lunch
	▶ Trip ends at or after 7:00 p.m. ....	Dinner
<p>The following meals may <b>not</b> be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		



**Exhibit I**  
Resume

This exhibit contains the resumes of Contractor staff, independent consultants, or individual subcontractors that are known or expected to be assigned to perform work under this Agreement. If the identity of any person expected to hold an administrative, policy, or consultative role under this Agreement was unknown and whose resume was excluded from this exhibit and is identified/selected after contract execution, the resume of said individual(s) shall be collected, attached to the funding program's contract copy, and incorporated herein by this reference.

It is understood that the Contractor's employment or contractual relationship with the individuals whose resumes are included herein may change during the course of the contract term and these individuals may be replaced by alternate persons approved by DHCS and whose resumes shall be collected, attached to the funding Program's contract copy, and incorporated herein by this reference.

Donna Strugar-Fritsch, MPA, BSN, CCHP

Position

Principal, Health Management Associates, Inc., San Francisco, California

Education

MPA, Western Michigan University, 1992

BSN, Michigan State University, 1974

Range of Experience

Broad experience in health policy including government programs, managed care, rural health, public health, program development and administration of clinical services, grant-funded demonstrations, and public-private-academic partnerships in all realms of health care and other human services. Extensive experience in all aspects of correctional health care, transition of detainees from prison/jail to community, and access to Medicaid and insurance resources during and following incarceration. Administration of senior-level leadership training, and graduate-level instruction in health and human service curricula. Advanced writing and communication experience in corporate, academic, and community venues. Broad experience in governance and management of professional associations and other non-profit organizations.

Extensive experience in all aspects of correctional health care, interface of criminal justice system and Affordable Care Act, and treatment of addictions in correctional settings.

Professional Experience

**HEALTH MANAGEMENT ASSOCIATES, INC., February 2003-present.**

Working with a wide variety of clients to develop and operationalize strategic plans and strategic projects. Facilitating statewide health commissions and task forces. Extensive consulting with state correctional departments, city/county jails, policy makers, and correctional health providers on methods to address health care for inmates, claim federal Medicaid matching funds, bring innovations in health care to corrections, and integrate correctional health care with health care reform, treat addictions in prisons and

**Exhibit I**  
**Resume**

jails and establish effective diversion and reentry programs for persons with addictions. Conducting analyses for foundations and associations to advance their efforts to influence health policy and to develop programs for the uninsured. Providing analytic and consultative services to government employers as they develop and administer medical, dental and pharmacy benefits and policies.

**INDEPENDENT CONSULTANT, June 2000-February 2003.**

Operated full-time consulting practice, provided a variety of planning, leadership, policy analysis, facilitation and program development services to clients in health care and other non-profit organizations.

**MICHIGAN PUBLIC HEALTH INSTITUTE**

**Director of Planning and Development, January 1998-June 2002.**

Responsible for strategic corporate initiatives for non-profit research and policy think-tank with \$19 million budget and 170 FTEs. Served as principal investigator/grant manager on sensitive projects. Oversaw corporate internal and external communications, member of corporate management team.

**Director of Planning and Operations, September 1996-December 1997.**

Developed internal functions for human resources, business operations, facilities, staff training, and communications. Oversaw design and building of new facility, its communication and computer infrastructure, and its videoconferencing center.

**MICHIGAN HEALTH CARE INSTITUTE, Director, January 1994-August 1996.**

Directed operations of grant and policy-related activities of non-profit subsidiary of the Michigan Health & Hospital Association. Principal Investigator of 3-year, \$1.5 million grant-funded initiative to advance delivery of health services in seven rural multi-county sites in Michigan.

**MICHIGAN HOSPITAL ASSOCIATION, Division of Health Delivery and Finance, January 1990 to December 1993.**

Progressive responsibility for policy research and development, advocacy and education related to health delivery for 180 Michigan hospitals. Directed state-wide member task forces on health care quality, utilization, behavioral health services, and rural health. Analyzed Medicaid provider appeal process to rectify claims backlog of \$10 million.

**BLUE CARE NETWORK – HEALTH CENTRAL, 1981-1990.**

Held a variety of staff and contracted positions to develop managed care services, deliver patient care, and manage HMO resources. Developed home care division including policies and operations to deliver home care services and medical equipment to 63,000 members.

**Publications**

*New Models of Care in Correctional Health: The California Prison System's Complete Care Model*, Strugar-Fritsch, D., Dunlap, J., Gomes, G., CorrectCare, Winter 2017, Volume 31, Issue 1.

**Exhibit I**  
Resume

*A Call for New Models of Care in Correctional Health*, Strugar-Fritsch, D., Follenweider, L., CorrectCare, Dec 10, 2014 - Spring 2016,] Volume 30, Issue 2.

*Health Care Reform: What's Next for Corrections?* Strugar-Fritsch, D., CorrectCare, Vol 26: 4, 10-12.

*Facilitating the Development of a County Health Coverage Plan with Data from a Community-Based Health Survey*, Kruger, D., Hamacher, L., Strugar-Fritsch, D., Shirey, L., Renda, E., Zimmerman, M.; Journal of Public Health Policy, Vol 31, 2, 199-211

*A Model Plan for the Uninsured: Delivering Quality and Affordability in a Limited Benefit Managed Care Safety Net Program in Flint, Michigan*, Creech, C., Kornblau, B., Strugar-Fritsch, D., Journal of Health Care for the Poor and Underserved 23 (2012): 339-346.

*Out of the Box and Over the Barriers: Community -Driven Strategies for Addressing the Uninsured*, Woodbury, Strugar-Fritsch, Shaheen, 1<sup>st</sup> Books Press, 2003.

Professional Credentials

Registered Nurse, State of Michigan, # 118918

Certified Correctional Healthcare Professional, 2011 - current

Fellow, National Public Health Leadership Institute, 1998 - 1999

STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**  
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER <b>18-95362</b>	AMENDMENT NUMBER
-------------------------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Health Management Associates, Inc.		2. FEDERAL I.D. NUMBER <b>38-2599727</b>
3. AGENCY TRANSMITTING AGREEMENT Department of Health Care Services	4. DIVISION, BUREAU, OR OTHER UNIT Substance Use Disorder Compliance Division	5. AGENCY BILLING CODE 085519
6a. CONTRACT ANALYST NAME Phil Miller	6b. EMAIL philip.miller@dhcs.ca.gov	6c. PHONE NUMBER (916) 345-7418

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?  
 No     Yes (If Yes, enter prior Contractor Name and Agreement Number)  
 PRIOR CONTRACTOR NAME \_\_\_\_\_ PRIOR AGREEMENT NUMBER \_\_\_\_\_

8. BRIEF DESCRIPTION OF SERVICES  
 The contractor will provide technical assistance and resources for county-based teams in a Learning Collaborative format to a minimum of 10 California counties, with the goal of building capacity for California jails and drug court systems to maintain Medication Assisted Treatment (MAT) prescribed in the community for detainees who become incarcerated and ensure best practices and approaches to MAT are used throughout the corrections process.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; Include special or unusual terms and conditions.)  
 The Substance Abuse and Mental Health Services Administration (SAMHSA) has awarded the State Targeted Response to the Opioid Crisis Grant to California's Department of Health Care Services (DHCS). California's project is titled the MAT Expansion Project. The services provided by the contractor will fulfill a focus of the MAT Expansion Project by expanding MAT services in criminal justice settings.


10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate     Quarterly     One-Time Payment     Progress Payment  
 Itemized Invoice     Withhold \_\_\_\_\_ %     Advanced Payment Not To Exceed \_\_\_\_\_ or \_\_\_\_\_ %  
 Reimbursement / Revenue  
 Other (Explain) Not more frequently than monthly

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Fed Fund/Local Assistance	4260-116-0890	18/19	29	2018	[REDACTED]

OBJECT CODE 18-55129-9912-706	AGREEMENT TOTAL	[REDACTED]
OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT	[REDACTED]
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$0.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE	[REDACTED]

ACCOUNTING OFFICER'S SIGNATURE 	ACCOUNTING OFFICER'S NAME (Print or Type) Xingzhi Wang	DATE SIGNED 9/26/18
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STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**  
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER <b>18-95362</b>	AMENDMENT NUMBER
-------------------------------------	------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/1/2018	6/30/2019	[REDACTED]	Exempt. See item #13
Amendment 1				
Amendment 2				
<b>TOTAL</b>			[REDACTED]	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
  Use of Master Service Agreement  
 Invitation for Bid (IFB)
  Exempt from Bidding (Give authority for exempt status)
  Sole Source Contract (Attach STD. 821)  
 Other (Explain) WIC 14124.13. (a)(b)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)  
 N/A exempt from bidding. See item #13

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)  
 N/A exempt from bidding. See item #13

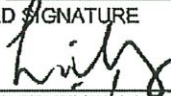
16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?  
 Fund negotiated – expense justification on file.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
  Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.  
 Not Applicable (Interagency / Public Works / Other Direct Service)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

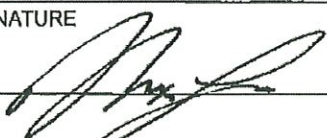
AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) <b>Lillian Wong</b> Chief Contracts Section	DATE SIGNED <b>10-8-18</b>
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- |  |  |
|--|--|
| 18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A<br>19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A<br>20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A<br>21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?<br>A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A<br>B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A | 22. REQUIRED RESOLUTIONS ARE ATTACHED<br><input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A<br>23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?<br><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes<br>SB/DVBE Certification Number: |
|--|--|

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)  
 N/A -- PCC Exempt  No (Explain below)  Yes \_\_\_\_\_ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?  No  Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) <b>Maksim Lyulkin, Contract Analyst</b>	DATE SIGNED <b>10-8-18</b>
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**AGREEMENT SUMMARY**

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER <b>18-95362</b>	AMENDMENT NUMBER
-------------------------------------	------------------

**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

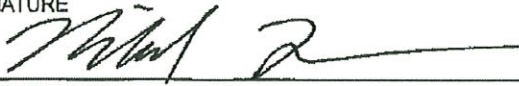
N/A -- Direct Service-Subvention

2018 SEP 17 AM 10:11

2018 SEP 24 P 1:20

RECEIVED BY CHOS  
AGREEMENT  
20180924

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

SIGNATURE 	NAME/TITLE (Print or Type) Michael Freeman, Staff Services Manager II	DATE SIGNED Sep 17, 2018
PHONE NUMBER (916) 345-7590	STREET ADDRESS 1501 Capitol Avenue, MS 2603	
EMAIL michael.freeman@dhcs.ca.gov	CITY Sacramento	STATE   ZIP CA   95817



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM February 5, 2019

**SUBMITTED BY:** Human Resources – Leslie McCormick Wilson/Carolyn Leist  
**SUBJECT:** NEW COUNTY POLICY 10-1 - FEDERAL TAX INFORMATION (FTI)  
**SUMMARY:**

### **Overview:**

The Internal Revenue Services (IRS) issued requirements set forth in IRS Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies* (Publication 1075), which requires that the County develop a policy and accompanying procedures to implement background investigation requirements for individuals who have access to Federal Tax Information (FTI) as part of their official duties as a County employee, contractor, subcontractor, volunteer, or agent. A new policy is needed to comply with the IRS Publication 1075 requirements.

### **Recommendation:**

**Approve the Federal Tax Information Policy per the new requirements set forth in the Internal Revenue Service's Publication 1075.**

### **Fiscal Impact:**

Departments that have access to FTI include, but are not limited to, Human Services Agency, Child Support Services, and Public Guardian. Funds expended for both the Human Services Agency and the Department of Child Support Services are 100 percent state and federally funded resulting in a net zero cost to the County. Public Guardian will have a fiscal impact of \$224 for Fiscal Year 2018-2019. Adequate funding is available in the Fiscal Year 2018-2019 Budget to absorb these new costs.

### **BACKGROUND:**

In an effort to promote confidence in the integrity of the tax system by ensuring the confidentiality of IRS information provided to federal, state, and local agencies, the IRS has put safeguards in place to protect sensitive financial information which are outlined in Publication 1075. In accordance with IRS Publication 1075, prospective and current County employees, contractors, subcontractors, volunteers, and agents who have access

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **NEW COUNTY POLICY 10-1 – FEDERAL TAX INFORMATION (FTI)**

**February 5, 2019**


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to FTI must undergo a background investigation prior to being permitted access to FTI held by external government agencies, which includes a criminal history screening and citizenship/residency validation. Additionally, individuals with access to FTI must undergo reinvestigation at least every ten (10) years.

FTI is permitted only to individuals who require FTI to perform their official duties and as authorized under the Internal Revenue Code (IRC). FTI includes tax returns or return information received directly from the IRS or obtained through an authorized secondary source, such as the Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, or the Centers for Medicare and Medicaid Services.

The County must develop a policy and accompanying procedures to implement the background investigation requirements in Publication 1075 for individuals with access to FTI. A copy of the County's Federal Tax Information Policy 10-1 is attached.



	<b>COUNTY OF KINGS</b> <b>California</b> <b>POLICY MANUAL</b>	Policy Subject: Federal Tax Information (FTI) Section: 10 Number: 10-1 BOS Agenda Date: Tape: Reading: File No.
<b>SUBJECT</b>  <u>FEDERAL TAX INFORMATION (FTI) POLICY</u> <u>(Background/Reinvestigation Requirements)</u>	By Action of the Board of Supervisors <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Emergency Action	
<b>DEPARTMENT</b> Human Resources Department	Effective Date: Revision Date: Citation:	
<b>Overview:</b>		

## POLICY

In accordance with Internal Revenue Service (IRS) Publication 1075 (Pub 1075), *26 United States Code (U.S.C.) 6103, Tax Information Security Guidelines for Federal, State, and Local Agencies (Pub 1075)*—individuals having access to Federal Tax Information (FTI) must undergo an initial background investigation prior to being permitted access to FTI, which includes a criminal history screening and citizenship/residency validation. Individuals with access to FTI must undergo reinvestigation within 10 years at a minimum, which does not require subsequent citizenship/residence validation.

## APPLICABILITY

This Policy is applicable to all current and prospective employees of the County, volunteers, agents, contractors/subcontractors and vendors with access to FTI.

A County Department Head may choose to supplement this Policy with a consistent Department policy providing additional detail, guidelines and/or restrictions concerning FTI processes subject to Department control. A Department Head so choosing shall provide a copy of the Departmental policy to the Human Resources Department for review and comment prior to its publication and/or implementation within the Department. The Human Resources Department may require submission of the Department's policy to County Counsel for review and approval upon a good faith belief that the policy may lead to violation of law.

## PURPOSE

A key factor in ensuring adequate information security is determining the suitability of individuals who require access to U.S. government Sensitive But Unclassified (SBU) information, including FTI. Prior to granting access to FTI, and periodically thereafter, the County must complete a suitability background investigation which is favorably adjudicated by the County.

## DEFINITIONS

### **Background Investigation/Reinvestigation**

The Background Investigation/Reinvestigation for newly hired employees who will require access to FTI to perform assigned duties with the County and/or current employees of the County with access to FTI will include the following:

1. Validations of citizenship/residency to confirm the employee's eligibility to legally work in the United States, which shall include utilization of Form I-9 and supporting documents and verification of employment through the E-Verify system;
2. Federal Bureau of Investigation (FBI) fingerprinting through State Identification Bureau California Department of Justice (DOJ) to identify suitability for employment; and
3. Check of local law enforcement agencies where the employee has lived, worked and/or attended school within the last (5) years prior to the Background Investigation/Reinvestigation.

### **Conviction**

As defined by California Labor Code section 432.7.

### **Criminal History Screening**

Includes a review of Federal Bureaus of Investigation (FBI) fingerprint results through State Identification Bureau (California Department of Justice [DOJ]) to identify suitability for employment, and a check of local law enforcement agencies where the subject has lived, worked and/or attended school within the last five (5) years prior to the investigation.

### **Federal Tax Information**

Includes tax returns or return information received directly from IRS or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, Centers for Medicare and Medicaid Services, or another entity acting on behalf of IRS pursuant to Internal Revenue Code (IRC) Section 6103 (p)(2)(b).

### **Federal Tax Information Access:**

- **Access to FTI**  
Access to FTI is permitted only to individuals who require FTI to perform their official duties and as authorized under the IRC. Pursuant to need-to-know restrictions, an individual who has the authority to access FTI should not access such information unless it is necessary to perform his/her official duties and for purposes listed in IRC Section 6103.
- **Direct Access to FTI**  
FTI includes return or return information received directly from IRS or obtained through an authorized secondary source, such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS), Centers for Medicare and Medicaid Services (CMS), or other entity acting on behalf of the IRS pursuant to an IRC 6103 Agreement.
- **FTI access also includes**, but is not limited to, Child Support Enforcement (CSE) system access, hard copy documents, reports, forms, and any other paper or electronic media that contains FTI.

## **Return**

IRC 6103 (b)(1) defines a return as any tax or information return, estimated tax declaration, or refund claim (including amendments, supplements, supporting schedules, attachments, or lists) required by or permitted under the IRC and filed with the IRS by, on behalf of, or with respect to any person or entity.

## **Return Information**

Return information, in general, is any information collected or generated by the IRS with regard to any person's liability or possible liability under the IRC.

## **PROCEDURE**

Departments are required to assess, identify and track all positions within their department that have access to FTI to ensure compliance with this Policy. Procedures shall be established to reinvestigate all FTI positions every ten years in compliance with IRS requirements. As County positions are identified as having the ability to access FTI, the following shall occur:

### **Overall Process**

1. The County will conduct Background Investigations of all new employees who require access to FTI to perform assigned duties, prior to being provided any access to FTI and/or any current employees who have access to FTI, but have not completed the required Background Investigation/Reinvestigation in the ten (10) years prior to the effective date of this Policy.
2. All current employees who have access to FTI and have completed the required Background Investigation will not be subject to a Reinvestigation until ten (10) years from the date of his/her original Background Investigation/Reinvestigation was completed by the County.
3. Departments will track all Background Investigation/Reinvestigation dates, beginning with the original new-hire Background Investigation/Reinvestigation completion date, and will monitor the dates to determine when Reinvestigation must be initiated. Access to the Background Investigation/Reinvestigation information shall be limited to Human Resources or the Department Head or his or her/designee.
4. Reinvestigations will be conducted every 10 years, at a minimum from completion of the first Background Investigation and may occur sooner to more effectively facilitate coordination of multiple Reinvestigations.
5. As Departments determine which current employees having access to FTI must be subject to a Background Investigation, the employees will be provided the *Background Reinvestigation Personal History Statement* paperwork (Attachment I) and the *Release and Authorization* form, which requires a notarized signature (Attachment II).
  - a) The individual will have 7 calendar days to complete the *Background Reinvestigation Personal History Statement* (Attachment I), sign the *Release and Authorization* (Attachment II) form, have their signature notarized by a notary, and submit both documents to their department in a sealed envelope. Failure to return the documents within the 7 calendar day period is a violation of this Policy and could result in disciplinary action, up to and including termination of employment.

6. All employees with access to FTI or newly hired employees who will require access to FTI to perform their assigned duties, who are arrested and are out on bail or on his/her own recognizance pending trial for any crime, including traffic violations, shall report the arrest to their Department Head or manager within one (1) working day. Failure to report may result in disciplinary actions, up to and including termination. (Attachment III)
7. The Background Investigation/Reinvestigation of current employees of the County with access to FTI and newly hired employees who will require access to FTI to perform their assigned duties will include Criminal History Screening, which will be conducted to identify possible suitability issues and allows for the County to check the employee and applicant's criminal history in all 50 states.
8. This check with local law enforcement under Criminal History Screening will be made as set forth in more detail below.

### **LiveScan Fingerprints Process**

1. Current employees with access to FTI and/or newly hired employees who will require access to FTI to perform assigned duties will be provided a *LiveScan* form for fingerprint screening through Department of Justice (DOJ) and Federal Bureau of Investigations (FBI).
  - a) The individual must complete the center section of the form with name, address, and other identifying information.
  - b) The individual must then return the completed form to their department who will maintain a copy, distribute a copy for the individual's records, and provide the original *LiveScan* form that the individual must take to complete the *LiveScan* fingerprint screening.
  - c) *LiveScan* fingerprint screening will be conducted by the Kings County Sheriff's Office, or other authorized department with the ability to perform *LiveScan*.
  - d) The department will provide the date and time for the fingerprint appointment.
  - e) The individual must bring the original *LiveScan* form and photo identification to fingerprint appointment.
  - f) Current employees will be given County time to have fingerprints taken.
  - g) Cost of fingerprinting will be paid by the County.
2. Human Resources or departments with access to LiveScan are the designated receiver for DOJ/FBI LiveScan results.
  - a) DOJ/FBI is a comprehensive record of all reported Convictions.
  - b) Clear Results: The designated receiver will receive and document the individual's fingerprints results with no reported arrests or Convictions. Results are usually received within one week.
  - c) Delayed Results: A 'delay' in the fingerprint results happens occasionally with DOJ and is usually related to the volume of fingerprint requests it receives. Sometimes the delay can take several weeks. Follow up with the DOJ will not be requested unless the request is delayed for 30 days or more.

- d) Results indicating a 'hit': If there is a 'hit' on the DOJ/FBI prints, the department will send an email to the Human Resources Director or designee.
- e) The department will call the Human Resources Director or designee to provide the information verbally – no hardcopy print out or report from DOJ/FBI is provided.
- f) The department will only provide Conviction information unless Conviction information has been sealed, dismissed, expunged or statutorily eradicated pursuant to law.
- g) When information is received, Conviction information will be documented by the department on the *Individual Assessment (Reassessment) of Applicant/Employee/Contractor Criminal History* form (Attachment IV).
- h) The department shall make an individualized assessment of whether the current employees with access to FTI and/or newly hired employees who will require access to FTI to perform assigned duties Conviction history has a direct and adverse relationship with the specific duties of the job that justify denying the individual the position and shall consider: (1) the nature and gravity of the offense or conduct; (2) the time that has passed since the offense or conduct and completion of the sentence; and (3) the nature of the job held or sought.
- i) The department will then take appropriate steps pursuant to the Kings County Personnel Rules and in consultation with the Department of Human Resources and/or County Counsel.

### **Personal History Statement and Check of Local Law Enforcement Agencies**

1. The DOJ uses LiveScan technology, which is available in all California counties. The DOJ retains all of California's local law enforcement records. The completed *LiveScan* screening will meet the five (5) year local law enforcement requirement if the current employee with access to FTI and/or newly hired employee who will require access to FTI to perform assigned duties lived, worked and/or attended school solely in California for the full five (5) years prior to the Background Investigation/Reinvestigation.
2. If the individual has lived, worked, and/or attended school outside of California for any portion of the prior five (5) years, the County is required to submit a Request for Information letter to the law enforcement agency in any other state(s). (Attachment V)
3. Using the information disclosed in the Personal History Statement (Attachment VI), the County will request information from local law enforcement agencies where the individual has lived, worked, and/or attended school in the last five (5) years or any portion of the prior five (5) years and, if applicable, the appropriate agency for any identified Convictions, whether misdemeanor or felony.
  - a) A Request for Information letter (Attachment V) will be sent to the identified law enforcement agency, along with a copy of the individual's notarized Release and Authorization form (Attachment II).
  - b) A postage paid return envelope addressed to the designated receiver will be included and marked: CONFIDENTIAL.
  - c) Return of requested information from law enforcement agencies will be monitored within 30 days.

- d) If the department is waiting for information from a law enforcement agency and has not received a response in 30 days, a second request letter for information will be sent.
- e) If no information is received after an additional 15 days, the department will place a follow-up telephone call to the law enforcement agency.
- f) If no information is received after 60 days from the date of the first request, the department will document the failure of the out of state law enforcement agency to provide a response, and consider this a good faith effort to obtain arrest/Conviction information. If information is received after the 60 days, that information shall be considered to determine whether any conditional offer of employment needs to be rescinded, or in the alternative, where a newly hired employee has started his/her employment with the County, what, if any, appropriate action should be taken in accordance with the County's Personnel Rules and in consultation with the Department of Human Resources and/or County Counsel.
- g) All Conviction information received from law enforcement agencies will be included in the background file for review and consideration during the individual assessment of criminal history.

### **Individual Assessment of Criminal History Process**

1. The local law enforcement check focuses on criminal activity not reportable to the FBI.
2. Criminal History Screening for Background Investigation/Reinvestigation purposes will be conducted in accordance with Federal EEOC (Equal Employment Opportunity Commission) Enforcement Guidance, California Department of Fair Employment and Housing (DFEH) rules and regulations, and applicable California Labor Code provisions.
  - a) The Department will complete the *Individual Assessment (Reassessment) of Applicant/Employee/Contractor Criminal History* form. (Attachment IV).
  - b) No criminal history: If based on inquiries made to obtain Conviction history of current employees with access to FTI and/or newly hired employees who will require access to FTI to perform assigned duties, the individual has no Conviction history, this will be noted on the *Individual Assessment (Reassessment) of Applicant/Employee/Contractor Criminal History* form (Attachment IV) and given to the Department Head or designee to review.
    - a. The individual will be advised in writing within ten (10) business days after receipt of all Background Investigation/Reinvestigation documentation showing no criminal history and notify the current employees with access to FTI and/or newly hired employees who will require access to FTI to perform assigned duties that the Background Investigation/Reinvestigation was completed and passed. (Attachment VII).
  - c) Criminal history: All Conviction history disclosed by the individual, received from law enforcement agencies, or reported on DOJ/FBI printout will be listed on the Individual Assessment of Applicant's Criminal History form (Attachment IV).

### **Criteria for Withdrawal of Employment**

- a) The Convictions listed below are offenses that may render any current employee with access to FTI and/or newly hired employee who will require access to FTI to perform assigned duties' background unsuitable for employment in positions that have access to FTI. This list is not exhaustive and does not attempt to specify every unacceptable criminal activity or questionable background. Examples of unacceptable criminal activity include but are not limited to:
- a) Fraud: welfare, insurance, financial, theft or bribery;
  - b) Misuse of data;
  - c) Inappropriate access to data;
  - d) Theft/Burglary.
- b) Conviction history will be individually assessed by the Department Head or Designee to determine which offense(s) fall within the disqualification criteria. The Department Head or Designee will consider the nature and gravity of the offense or conduct; the time that has passed since the offense or conduct occurred and/or completion of the sentence; and the nature of the job held or sought. The basis for denial of a background must be job-related and consistent with business necessity.
- c) Individuals whose Criminal History Screening results in Conviction(s) will have the opportunity to provide additional information within five (5) business days of being notified by the department of which Convictions that are resulting in the consideration of withdrawal of employment. The department will consider another five (5) business days for individuals to provide supporting information regarding a Conviction.
- d) An employee whose classification is represented by a labor organization may request representation when providing additional information regarding Convictions.
- e) If it is determined the Conviction history of a current employee is in violation of a County policy or a Department Rule, the matter will be addressed using existing Kings County Personnel Rules. A represented employee may request union representation as noted above or representation of his/her choice.
- f) If it is determined a vendor or contractor is in violation of a County policy or a Department Rule, the department will seek guidance from the Human Resources Director or designee.
- g) Final decisions resulting in an adverse employment action based on Conviction history will be provided to the individual in writing.

# KINGS COUNTY BACKGROUND REINVESTIGATION PERSONAL HISTORY STATEMENT

TO BE COMPLETED BY ALL CURRENT EMPLOYEES/CONTRACTORS/VENDORS OF KINGS COUNTY  
WHO HAVE BEEN IDENTIFIED AS HAVING ACCESS TO FEDERAL TAX INFORMATION (FTI)

Kings County conducts a background investigation on all employees and contractors/vendors having access to Federal Tax Information (FTI). Pursuant to **Internal Revenue Service (IRS) Publication 1075**, current County employees and contractors/vendors must be reinvestigated every ten (10) years at a minimum. The following actions may prevent you from passing the background investigation: failure to disclose information; falsifying information; withholding information; failure to answer all questions on this form completely and accurately; or failure to participate in the reinvestigation process, which may result in progressive discipline up to and including dismissal in accordance with Kings County's existing discipline policies.

All information included in this document will be treated as private and confidential. Only County employees authorized to evaluate background records are allowed access and are required not to discuss or disclose any information without business necessity.

## 1. PERSONAL INFORMATION

<b>Individual or Employee's Full Legal Name</b>				
<b>First</b>	<b>Middle</b>	<b>Last (Suffix)</b>		
All other names (including any aka, maiden name, former married name, and nicknames) you have gone by:				
<b>Current Address:</b>				
<b>Number:</b>	<b>Street:</b>	<b>City:</b>	<b>State:</b>	<b>Zip Code</b>
<b>Telephone Numbers</b>	Home: (    )	Work: (    )	Cell (    )	
(Month) (Day) (Year)				
<b>Birth Date</b>		<b>Social Security Number</b>		
<b>Place of Birth (City)</b>		<b>(State)</b>	<b>DL#:</b>	<b>Expires</b>

## 2. LEGAL INFORMATION

Check the correct box for each question in this section. If you need more space, attach an additional sheet with clarifying comments, your signature, and date.

**You are not required** to list any of the following information/convictions:

- Arrest(s) for which you are out on bail or on your own recognizance pending trial.
- Minor traffic violations (e.g., unsafe driving, running a stop light, seat belt or parking)
- Offenses settled in the juvenile court or under the welfare youth offender law or if you were discharged from the control of the Youthful Offender Parole Board under the Welfare and Institutions Code Sections 1179 and 1772.
- Convictions that have been expunged or dismissed pursuant to law.
- Convictions which resulted in participation in any diversion program.
- Convictions which have been sealed by a court.
- Convictions which were deleted under the Health and Safety Code Section 11361.5.
- Pardons granted under Penal Code Section 4852.16.



# KINGS COUNTY BACKGROUND REINVESTIGATION PERSONAL HISTORY STATEMENT

**If arrest or conviction does not meet above criteria, please provide the following information:**

A. Have you been arrested or convicted of a misdemeanor or felony in the past 5 years?  Yes  No

If yes, was this disclosed in a previous background?  Yes  No

If no, was this previously disclosed to the Department Head or his or her designee?

Yes (Name and approx. date \_\_\_\_\_)  No

If no, explain why it was not reported on a separate sheet of paper.

Date of Arrest	Location (City, State)	Conviction type (misd/felony) & Sentence (fine, probation, jail)

B. Are you currently under any formal or informal supervision, such as probation for a conviction of any state or federal violation?  Yes \*  No

If you answered yes, you must list the conviction details below, including the date, location (city, county, and state), the type of conviction (misdemeanor or felony), whether you received probation or parole, and period of time on supervision.


**\*If you identified any convictions above, you may provide additional information regarding the circumstances of the conviction period.**

### 3. RESIDENCE HISTORY

Beginning with your current address, please list every place you have lived during the past 5 years (attach a separate sheet if additional space is needed).

Address, City, State, Zip	Dates Lived Here	
	From Month /Year	To Month /Year

### 4. ADDITIONAL EMPLOYMENT INFORMATION

Other than your current employment with Kings County, do you now hold or have you held other employment within the past 5 years? (Attach a separate sheet if additional space is needed.)  Yes  No

<b>Name of Employer:</b>		<b>Address:</b>	
<b>From: Mo.</b>	<b>Yr.</b>	<b>Phone: ( )</b>	
<b>To: Mo.</b>	<b>Yr.</b>	<b>Job Title:</b>	
<b>Duties:</b>			

# KINGS COUNTY BACKGROUND REINVESTIGATION PERSONAL HISTORY STATEMENT

## 5. EDUCATION INFORMATION

Please list all of the schools you have attended within the past 5 years.		Dates Attended	
Name of School	Location of School (City and State)	From Month/Year	To Month/Year

## 6. BACKGROUND REINVESTIGATION

An employee of Kings County with access to Federal Tax Information must undergo a background reinvestigation which includes a criminal history screening every ten (10) years at a minimum in accordance with *IRS Tax and Information Security Guidelines for Federal, State and Local Agencies (Publication 1075)*.

In the event the background investigation requires clarification, the employee will have the opportunity to provide additional information within a ten (10) business-day timeframe, beginning the date on which they are notified of the need for clarification.

In the event the background results in an unfavorable outcome, the employee will not receive any information obtained during the background investigation process unless and until it results in an adverse employment action.

If an employee currently holds a represented classification the employee can request union representation when providing clarifying or additional information or the background investigation results in an unfavorable outcome.

In the event an employee fails to pass background, the employee will be provided a written statement of the reason for not passing the background.

## 7. CERTIFICATION

I hereby certify that all statements made in this Personal History Statement are true and complete to the best of my knowledge, and I understand any misstatements of material facts will subject me to further action up to and including dismissal from employment in accordance with Kings County's existing Personnel Rules.

Full Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## KINGS COUNTY RELEASE AND AUTHORIZATION

I hereby give **Kings County** the right to conduct a reinvestigation background/employment reference check. Kings County conducts a background investigation on all employees and contractors/vendors having access to Federal Tax Information (FTI). Pursuant to **Internal Revenue Service (IRS) Publication 1075**, current County employees and contractors/vendors having access to FTI must be reinvestigated every ten (10) years at a minimum. The following actions may prevent you from passing the background investigation: failure to disclose information; falsifying information; withholding information; failure to answer all questions on this form completely and accurately; or failure to participate in the reinvestigation process, which may result in progressive discipline up to and including dismissal in accordance with Kings County's existing discipline policies.

I understand that the background/reference check may include inquiry into my past employment, education and activities, including, but not limited to credit, criminal background information and driving record, and I release from all liability all persons, companies, schools, and corporations supplying such information and I authorize those employers to disclose to you all records pertinent to my employment with them, including, but not limited to viewing my current and/or past personnel file(s).

In addition to authorizing the release of any information regarding my employment, to the extent permitted by law, I hereby fully waive any rights or claims I have, or may have, against my former employers, their agents, employees, and representatives, as well as other individuals who release information to you, and release them from any and all liability, claims or damages that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable to me.

I have read and understand the above statement, advising me that a comprehensive background/reference check may be conducted, which may include inquiry into past employment, residence, criminal history, education, and activities.

<b>APPLICANT INFORMATION</b> <b>This form must be <i>notarized</i></b>			
Last Name,	First Name,	Middle Initial	Maiden/Other Name Used:
Street Address	<input type="checkbox"/> New (Check if applicable)	City/State/Zip Code	Date of Birth
Mailing Address (if different from above)		City/State/Zip Code	
Phone Number (type: cell, home, etc.)			Social Security Number
Applicant Signature		Date	
Notary Signature		Date	



**POLICY ACKNOWLEDGEMENT**  
**Employee Contacts with Regulatory or Enforcement Agencies**  
**Criminal Investigation or Conviction**

In accordance with the Kings County Federal Tax Information (FTI) Policy, all County employees with access to FTI or newly hired employees who will require access to FTI to perform assigned duties who are arrested and are out on bail or on his/her own recognizance pending trial for any crime, including traffic violations, shall report the arrest to their Department Head or designee as assigned by the Department Head within one (1) working day. Failure to report may result in disciplinary actions, up to and including termination.

- For purposes of background reinvestigation of current employees, criminal investigation or convictions must be disclosed if the employee has knowledge of the occurrence and it happened within the five (5) years preceding the employee's reinvestigation background.

**ACKNOWLEDGEMENT:**

I have read, understand, and agree to adhere to and follow the above referenced County policy. I further understand that a violation of this policy may result in formal disciplinary action up to and including termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

cc: Employee  
Department File  
Personnel File



**Kings County  
Individual Assessment (Reassessment) of  
Applicant/Employee/Contractor Criminal History**

**INFORMATION**

Applicant Name: \_\_\_\_\_ Position Applied For: \_\_\_\_\_  
Individual Assessment Performed by: \_\_\_\_\_ Date of Conditional Offer: \_\_\_\_\_  
Date of Assessment: \_\_\_\_\_ Date of Criminal History Report: \_\_\_\_\_  
Date of Reassessment (if applicable): \_\_\_\_\_ Reassessment Performed by: \_\_\_\_\_

1. The specific duties and responsibilities of the job are:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  
2. Description of the criminal conduct and why the conduct is of concern:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. How long ago did the criminal activity occur:  
\_\_\_\_\_
  
4. Age at the time of last criminal activity:  
\_\_\_\_\_
  
5. Activities since criminal activity, such as work experience, job training, etc.:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_

BASED ON THE FACTORS ABOVE, WE ARE CONSIDERING RECINDING OUR OFFER OF EMPLOYMENT BECAUSE (describe how there is a link between the specific aspects of the Applicant's Criminal History with risks inherent in the duties of the Employment Position):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Kings County  
Individual Assessment (Reassessment) of  
Applicant/Employee/Contractor Criminal History**

TO BE COMPLETED FOR A REASSESSMENT:

1. Was there an error made in the Criminal History Report?  Yes  No  
If yes, describe the error made:

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Based on the evidence provided, we are  **rescinding**  **not rescinding** our offer of employment because:

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\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date



Date

Law Enforcement Agency  
Address  
City, State Zip

**RE: Request for Information**

Applicant Name:

Dear Law Enforcement Agency:

The above referenced individual has applied for employment with the Kings County Department of [Department Name]. In accordance with Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, the County must conduct a background investigation on prospective employees that will have access to Federal Tax Information in connection with their employment with the County.

The applicant has reported he/she previously lived, worked and/or attended school within jurisdiction of [County/City]. We are requesting your assistance in determining if any of the following information is on file with your agency:

- Any convictions of criminal offenses.
- Arrest for which the applicant is out on bail or on his or her own recognizance pending trial.

A signed Authorization to Release Information from the applicant is enclosed with this request. If there are **no records** for this individual, please check the box below\*, initial and return via fax to (559) 582-xxxx.

If your agency has information on file, please contact [Name and Title of Person to Contact] at (559) 852-xxxx.

Sincerely,

[Name of Person Sending Letter]  
[Title]

\*  Our office has no information regarding the applicant mentioned above. Initial \_\_\_\_\_

Enclosure: Background Authorization Release



# PERSONAL HISTORY STATEMENT

Kings County conducts a background investigation on employees and contractors/vendors pursuant to Government Code section 1044. The County submits your fingerprints to the Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) to obtain criminal history reports. **Failure to disclose information, falsifying information, or failure to answer all questions on this form completely and accurately** may prevent you from passing the background investigation. Such actions may also cause your name to be withheld from the County's eligible certification list or result in disciplinary action, up to and including termination.

We treat all criminal history information as private and confidential. Only authorized personnel to evaluate background records are allowed access.

## PERSONAL INFORMATION

Full Legal Name (First, Middle, Last, Suffix)		Social Security Number	
Other names used (e.g., also known as names, maiden name)	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth	
<b>Address</b>			
Number and Street			
City	State	ZIP Code	
<b>Contact Numbers and Email Address</b>			
Cell phone	Home phone	Work phone	
Email address			

## LEGAL INFORMATION

Check the correct box for each question. If you require more space, attach an additional sheet with clarifying comments, your signature, and date.

**You are not required** to list any of the following information/convictions:

- Arrest(s) for which you are out on bail or on your own recognizance pending trial.
- Minor traffic violations (e.g., unsafe driving, running a stop light, seat belt, or parking).
- Offenses settled in the juvenile court or under the welfare youth offender law or if you were discharged from the control of the Youthful Offender Parole Board under the Welfare and Institutions Code Sections 1179 and 1772.
- Convictions that have been expunged or dismissed pursuant to law.
- Convictions which resulted in participation in any diversion program.
- Convictions which have been sealed by a court.
- Convictions which were deleted under the Health and Safety Code Section 11361.5.
- Pardons granted under Penal Code Section 4852.16.

*If you have any questions regarding convictions you are required to list, consult your legal counsel.*



1. Other than those identified above, have you **ever** been convicted of a misdemeanor?

Yes  No

2. Other than those identified above, have you **ever** been convicted of a felony?

Yes  No

If you answered Yes to Questions 1 or 2 above, you must list the conviction details below.

Date	Location (City, State)	Charges (Theft, possession, DUI)	Sentence (Fine, probation, jail)	Type of Conviction (Misdemeanor, felony)

3. Do you currently have criminal charges pending against you?

Yes  No

If you answered Yes to Question 3, you must list the pending charges details below.

Date	Location (City, State)	Nature of Charges (Theft, possession, DUI)

4. Are you currently under any formal or informal supervision, such as probation or parole, for a conviction of any state or federal violation?

Yes  No

If you answered Yes to Question 4, you must list the conviction details below.

Date	Location (City, State)	Type of Conviction (Misdemeanor/Felony)	Probation or Parole	Period of Time

If you identified any convictions above, you may provide additional information regarding the circumstances of the conviction along with any diversion programs or rehabilitation efforts completed.

**OUT OF STATE LOCATIONS**

5. Have you lived, worked, or attended school outside of California in the last five years?

Yes  No

If you answered Yes to question 5, you must identify what other states or countries you have lived, worked, or attended school during the last five years. If additional space is needed, attach additional pages.

Location (City, State, County)	From Date	To Date

**EMPLOYMENT INFORMATION**

6. Have you ever been fired, dismissed, terminated, or had an employment contract terminated from any position for performance or for disciplinary reasons?

Yes     No

7. Have you ever entered into any written agreement with a state agency in which you agreed not to seek or accept subsequent employment with the state or any state agency?

Yes     No

8. Have you ever entered into any written agreement with a state agency involving an adverse action, rejection on probation, or AWOL termination, in which you agreed not to seek or accept subsequent employment with a particular state agency?

Yes     No

If you answered Yes to question 6, 7, and/or 8, you must provide date(s), business(es)/department name(s), and a detailed explanation. If additional space is needed, attach additional pages with explanation, your signature, and date.

**IF YOU ARE HIRED BY THE COUNTY**

Pursuant to Government Code section 1044 and Penal Code section 11105.2(a), the County will be notified of all subsequent arrests and convictions. A new criminal conviction or arrest for an offense with a nexus to the job and/or crime of moral turpitude may result in disciplinary action, up to and including termination.

**CERTIFICATION**

I hereby certify that I have personally completed and signed this form and any attached supplemental pages(s) and that all statements made are true and complete to the best of my knowledge and belief. I understand that falsifying, withholding information, failure to answer all questions completely and accurately, and misstatement of a material fact on the Personal History Statement may subject me to disqualification, have my name withheld from County's eligible certification list, or, if I have been appointed, disqualify me from continued employment with Kings County.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



DEPARTMENT LETTERHEAD

# INTEROFFICE MEMO

**Date:**

**To:**

**From:**

**RE:** Kings County Federal Tax Information (FTI) Policy 10-1

---

Your LiveScan fingerprinting has cleared and you have passed the required background investigation [or reinvestigation].

Background reinvestigations for current employees must occur every ten (10) years.

If you have any questions, please reach out to the Executive Secretary.

Thank you for your time and patience through this process.

cc: Department File  
Personnel File

Attachment VII



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM February 5, 2019

**SUBMITTED BY:** Human Resources – Leslie McCormick Wilson/Henie Ring

**SUBJECT:** REVISED SOCIAL SERVICES PROGRAM MANAGER JOB SPECIFICATION

### **SUMMARY:**

#### **Overview:**

The Human Services Agency requested that Human Resources update the Social Services Program Manager job specification in preparation to fill a current vacancy. The Social Services Program Manager position is only utilized in the Human Services Agency.

#### **Recommendation:**

Approve the revised job specification for Social Services Program Manager with no change in salary.

#### **Fiscal Impact:**

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

### **BACKGROUND:**

In preparation for a recruitment to fill a current vacancy, the Social Services Program Manager job specification was reviewed for potential changes. The job specification was last updated in 2002. The reporting structure was updated to reflect that the incumbents will report to and assist the Assistant Director, Human Services. Due to the analytical nature of the position, the minimum qualifications were expanded. Accordingly, the substitution of additional experience for education was removed, and the experience was modified to require three years of responsible experience supervising, managing or administering social services related programs (i.e. In-Home Supportive Services, Adult Protective Services, or Child Protective Services), two years of which must include supervision of personnel. A Master's degree in social work is highly desired and may substitute for one year of the required non-supervisory experience. Minor changes were made to the "Knowledge of" and "Ability to" sections. Consistent with current Human Resources practices, a work environment description was also added. The revised job specification for Social Services Program Manager is attached.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## SOCIAL SERVICES PROGRAM MANAGER

### DEFINITION

Under general direction, to assist in the planning, organizing and supervision of the Social Services Division of the Human Services Agency, and to perform related duties as required.

### DISTINGUISHING CHARACTERISTICS

The Social Services Program Manager classification is utilized in the Social Services Division of the Human Services Agency. Incumbents report to and assist the Assistant Director, Human Services in planning, organizing and supervising the work of Social Service Workers, Social Service Practitioners and support staff in their assigned units.

### 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.*

Reports to, consults with, and assists the Assistant Director, Human Services in the planning, organization, administration and control of activities, services, operations and staff of the Social Services Division of the Human Services Agency; assists in the development and review of departmental and division policies, procedures and manuals; confers with subordinates, supervisory and management personnel, and with other Agency staff on policy and procedural matters, as appropriate; researches federal, state and County requirements for new, existing or revised programs and prepares or assists in the preparation of applications, written plans, and forms; analyzes and evaluates the effectiveness of programs and recommends appropriate modifications; reviews and participates in the selection, assignment, training, evaluation and discipline of assigned staff; provides professional consultation on complex program matters; directs the preparation of statistical and other reports; may assist in the development and administration of division or unit budgets; may represent the Social Services Division and/or the Agency at community organizations, public gatherings and with other governmental agencies; serves on state, regional and/or local governmental and community agency committees as a representative of the Social Services Division; meets with County Counsel on matters involving complex cases; prepares contracts or agreements for provision of services; collaborates and coordinates services with other departments; performs a variety of administrative duties and projects under the direction of the Assistant Director, Human Services; may make presentations to individuals, groups and/or before the Board of Supervisors; may act for the Assistant Director, Human Services in his/her absence.

### MINIMUM QUALIFICATIONS

*Any combination of education, training and experience likely to provide the required knowledge, skills and abilities may qualify. A typical way to obtain the required knowledge, skills and abilities would be:*

**Education:** Equivalent to graduation from an accredited four-year college or university with a bachelor's degree in social work, psychology, social science, public administration, or a closely related field.

**Experience:** Three years of responsible experience supervising, managing or administering social services related programs (i.e. IHSS, APS, or CPS), two years of which must include supervision of personnel. A Master's degree in social work (MSW) is highly desired and may substitute for one year of the required non-supervisory experience.

MINIMUM QUALIFICATIONS (continued)

License: Possession of a valid, appropriate California driver's license issued by the Department of Motor Vehicles.

Special Requirements: Ability to: work irregular hours as necessary; travel within and outside the county.

Knowledge of: Principles, methods and practices of public program administration; laws, rules and regulations governing the operation of a public social services program and the various specialized aid and service programs; Human Services Agency vision, mission and values; functions and services of department and other community agencies and resources specific to duty assignment; current issues related to social services nationally, state-wide, and locally; effective managerial and supervision principles and methods; program supervision and evaluation, and principles of staff training, coaching, mentoring, and staff development; program management including development, oversight, proposal and grant writing, principles of public funding, budget preparation, fiscal and contract monitoring administration and control; financial and statistical record keeping; correct English usage, grammar, spelling punctuation and vocabulary;

Ability to: Establish and maintain positive, effective work relationships with subordinate supervisors and managers, agency staff, government and community organizations and the general public; demonstrate leadership including planning, organization, thinking strategically and setting goals and objectives; analyze problems, consider alternatives, project consequences and implement recommendations; exhibit highly developed interpersonal skills, using tact, patience and courtesy; effectively handle complex and difficult personnel and program management problems with skill and sound judgment; prepare and enforce department procedures relating to personnel, budgeting, financial, and social service compliance and training; communicate effectively both orally and in writing with groups, individuals ; read, interpret, apply and explain rules, regulations, policies and procedures; ensure compliance with policies and regulations; prepare clear, concise recommendations and plans; work collaboratively and effectively with local and state agencies, community partners, agency staff and social services communities; respond constructively to conflict; maintain confidentiality and control of sensitive information; inspire the trust, respect and confidence of others; work independently; prioritize personal workload and that of subordinate staff; train, motivate and effectively direct and evaluate the work of supervised staff; exhibit strong initiative, integrity, sound judgment and a high degree of maturity; reason logically; work extended hours including evenings and weekends; travel to different sites and locations within and outside of county; follow safe work practices as directed and trained; safely operate a motor vehicle.

Work Environment: Work primarily in an office, must be able to sit for prolonged periods of time at a desk, operating computer equipment, on the phone, in meetings; regularly work with files and general office equipment; hear and communicate orally, in person and on the phone; travel to trainings and attend committees. Vision and hand/eye coordination for use of computer/office equipment, to drive and to read and handle legal materials and files; physical agility and strength sufficient to keyboard/operate a computer, handle files and to safely operate a motor vehicle.

Overtime Status: Exempt Medical Class: C Probationary Period: One Year
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## SOCIAL SERVICES PROGRAM MANAGER

### DEFINITION

Under general direction, to assist in the planning, organizing and supervision of the Social Services Division of the Human Services Agency, and to perform related duties as required.

### DISTINGUISHING CHARACTERISTICS

The Social Services Program Manager classification is utilized in the Social Services Division of the Human Services Agency. Incumbents report to and assist the ~~Deputy Director, Social Services~~ **Assistant Director, Human Services** in planning, organizing and supervising the work of Social Service Workers, Social Service Practitioners and support staff in their assigned units.

### 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.*

Reports to, consults with, and assists the ~~Deputy Director, Social Services~~ **Assistant Director, Human Services** in the planning, organization, administration and control of activities, services, operations and staff of the Social Services Division of the Human Services Agency; assists in the development and review of departmental and division policies, procedures and manuals; confers with subordinates, supervisory and management personnel, and with other Agency staff on policy and procedural matters, as appropriate; researches federal, state and County requirements for new, existing or revised programs and prepares or assists in the preparation of applications, written plans, and forms; analyzes and evaluates the effectiveness of programs and recommends appropriate modifications; reviews and participates in the selection, assignment, training, evaluation and discipline of assigned staff; provides professional consultation on complex program matters; directs the preparation of statistical and other reports; may assist in the development and administration of division or unit budgets; may represent the Social Services Division and/or the Agency at community organizations, public gatherings and with other governmental agencies; serves on state, regional and/or local governmental and community agency committees as a representative of the Social Services Division; meets with County Counsel on matters involving complex cases; prepares contracts or agreements for provision of services; collaborates and coordinates services with other departments; performs a variety of administrative duties and projects under the direction of the ~~Deputy Director, Social Services~~ **Assistant Director, Human Services**; may make presentations to individuals, groups and/or before the Board of Supervisors; may act for the ~~Deputy Director, Social Services~~ **Assistant Director, Human Services** in his/her absence. (Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.)

### MINIMUM QUALIFICATIONS

*Any combination of education, training and experience likely to provide the required knowledge, skills and abilities may qualify. A typical way to obtain the required knowledge, skills and abilities would be:*

Education: Equivalent to graduation from an accredited four-year college or university with a bachelor's degree in social work, psychology, social science, public administration, or a closely related field. (~~Substitution: Additional qualifying experience as described below may substitute for up to two years of the required education.~~)

MINIMUM QUALIFICATIONS (continued)

Experience: ~~One year of child welfare supervisory experience equivalent to a Social Service Supervisor in a California public social services agency; OR two years of child welfare experience in a California public social services agency, one year of which must have been equivalent to a Social Service Worker III or higher.~~ **Three years of responsible experience supervising, managing or administering social services related programs (i.e. IHSS, APS, or CPS), two years of which must include supervision of personnel. A Master's degree in social work (MSW) is highly desired and may substitute for one year of the required non-supervisory experience.**

License: Possession of a valid, appropriate California driver's license issued by the Department of Motor Vehicles.

Special Requirements: Ability to: work irregular hours as necessary; travel within and outside the county.

Knowledge of: Principles, methods and practices of public program administration; laws, rules and regulations governing the operation of a public social services program and the various specialized aid and service programs; **Human Services Agency vision, mission and values; functions and services of department and other community agencies and resources specific to duty assignment; current issues related to social services nationally, state-wide, and locally;** effective managerial and supervision principles and methods; **program supervision and evaluation, and principles of staff training, coaching, mentoring, and staff development; program management including development, oversight, proposal and grant writing,** principles of public funding, budget preparation, **fiscal and contract monitoring** administration and control; financial and statistical record keeping; ~~community needs and resources;~~ correct English usage, grammar, spelling punctuation and vocabulary;

Ability to: Establish and maintain positive, effective work relationships with subordinate supervisors and managers, agency staff, government and community organizations and the general public; **demonstrate leadership including planning, organization, thinking strategically and setting goals and objectives;** analyze problems, consider alternatives, project consequences and implement recommendations; exhibit highly developed interpersonal skills, using tact, patience and courtesy; effectively handle complex and difficult personnel and program management problems with skill and sound judgment; **prepare and enforce department procedures relating to personnel, budgeting, financial, and social service compliance and training;** communicate effectively both orally and in writing with groups, individuals ; read, interpret, apply and explain rules, regulations, policies and procedures; **ensure compliance with policies and regulations; prepare clear, concise recommendations and plans; work collaboratively and effectively with local and state agencies, community partners, agency staff and social services communities;** respond constructively to conflict; maintain confidentiality and control of sensitive information; inspire the trust, respect and confidence of others; work independently; prioritize personal workload and that of subordinate staff; **train, motivate and effectively direct and evaluate the work of supervised staff;** exhibit strong initiative, integrity, sound judgment and a high degree of maturity; reason logically; **work extended hours including evenings and weekends; travel to different sites and locations within and outside of county;;** follow safe work practices as directed and trained; safely operate a motor vehicle.

Work Environment: **Work primarily in an office, must be able to sit for prolonged periods of time at a desk, operating computer equipment, on the phone, in meetings; regularly work with files and general office equipment; hear and communicate orally, in person and on the phone; travel to trainings and attend**



D54

committees. Vision and hand/eye coordination for use of computer/office equipment, to drive and to read and handle legal materials and files; physical agility and strength sufficient to keyboard/operate a computer, handle files and to safely operate a motor vehicle.

Overtime Status: Exempt

Medical Class: C

Probationary Period: One Year



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM February 5, 2019

**SUBMITTED BY:** Human Services Agency – Sanja Bugay/Wendy Osikafo

**SUBJECT:** NEW SOCIAL SERVICES PROGRAM MANAGER ALLOCATION

**SUMMARY:**

**Overview:**

The Human Services Agency has received increased funding to implement a significant number of new mandates related to the Foster Care Continuum of Care Reform (Assembly Bill 403). The Human Services Agency is seeking approval for one (1.0) additional new position allocation: a single 1.0 full time equivalent (FTE) Social Services Program Manager. This position will assist in the oversight and implementation of new mandates and initiatives within Child Welfare Programs.

**Recommendation:**

**Allocate 1.0 full time equivalent Social Services Program Manager position to the Human Services Agency within Budget Unit 510000.**

**Fiscal Impact:**

There is no increase to net County costs associated with the recommended action. There are sufficient appropriations and revenues included in the Adopted Fiscal Year 2018-2019 Human Services Agency Budget (Budget Unit 510000) for the requested position. The position will be funded through a combination of Social Services State and Federal funds and 2011 Realignment funds.

**BACKGROUND:**

Currently, the Human Services Agency (HSA) has three (3) Social Services Program Manager (SSPM) positions. One SSPM manages the Adult Services programs such as Adult Protective Services, the In Home Support Services Program (IHSS), and the IHSS Public Authority. Traditionally, the SSPM managing Adult

(Cont'd)

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2019.  
CATHERINE VENTURELLA, Clerk of the Board  
By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **NEW SOCIAL SERVICES PROGRAM MANAGER ALLOCATION**

**February 5, 2019**

**Page 2 of 2**

Services has also managed a portion of the programs within Child Welfare Services (CWS). Due to the increase in the Adult Services programs, the increase in our senior population, and the new program initiatives regarding the Adult Services Programs, this SSPM no longer manages any CWS programs. The complete dedication of a SSPM to Adult Services programs is necessary to effectively implement, oversee, and maintain all Adult Services Programs.

There are two SSPMs managing 12 CWS programs (please refer to Attachment A) including the implementation of new initiatives and regulations. Each of the 12 CWS programs has a set of unique and specific legal requirements (Welfare and Institutions Code, Penal Code, Division 31 Regulations, Resource Family Approval Written Directives, Title 22 Regulations, CA Rules of Court) that must be followed, as well as specific processes and outcomes that require monitoring. It is critical the SSPM have subject matter expertise in each program and the new requirements in order to administer the programs effectively and achieve the desired outcomes. This is incredibly difficult to do with only two SSPMs given the volume and complexity of each program, as it does not diminish the mandates for each of the various programs.

In addition to the foundational regulations for each program, the California Department of Social Services (CDSS) issues new directives, requirements or guidance through All County Letters (ACL) throughout the year. As a result, the two CWS SSPMs are required to handle a tremendous volume of new mandates and initiatives that must be implemented.

At this time, CWS is implementing 13 relatively new initiatives, practices, or protocols. Implementation of new practices typically involves analysis and policy development, training development and deployment, coaching of staff, integration with each of the 12 CWS programs listed in Attachment A, partnering and coordinating with other programs, departments, and agencies, establishing new processes, communication and training of clients, caregivers, and service providers, development of metrics to evaluate program outcomes, new documentation processes, monitoring of programs, and reporting to the State.

In the past two years, the HSA has chosen to apply for grants and participate in additional new programs such as Bringing Families Home, Child Care Bridge and the Lisa Project to better serve our community. Although the programs have included their own funding sources and are beneficial to the community, each program takes significant work on the part of the SSPMs to integrate the services into their respective CWS programs.

Due to the ongoing expansion of the CWS programs and the volume of work required to enact the complex programs, the HSA is requesting a new SSPM position. The new SSPM position will be assigned fulltime to CWS Programs. Sufficient funding for this position has been allocated by the State through various CCR initiatives.

It is recommended the Board approve allocating an additional Social Services Program Manager position to the Human Service Agency to assist in implementation of the CWS mandated programs and continue to provide quality services on behalf of Kings County's children and families.

Attachments: Attachment A – Social Services Program Descriptions

**Within HSA, the Social Services Division is comprised of Adult Services and Child Welfare Services.**

**Adult Services:**

1. **Adult Protective Services (APS)** provides emergency intervention to dependent adults and seniors. APS investigates allegations of abuse, intervenes when necessary, and provides community resources and education. Services are provided without regard to income, to assure that elderly and dependent adults who live in the community and who are in danger of neglect, abuse or exploitation receive prompt intervention to investigate and mitigate abuse. APS provides 24-hour response to persons in immediate danger; as well as service coordination, referrals to supportive services for victims of abuse.
2. **In-Home Supportive Services (IHSS) Program** provides assistance to those eligible aged, blind and disabled individuals (including children) who are unable to remain safely in their own homes without assistance. Assistance may include personal assistance with dressing and bathing, as well as household tasks. IHSS is an alternative to out-of-home care. Providers can be a relative, someone selected by the consumer, or a person matched from the Public Authority Registry.
3. **IHSS Public Authority** performs the tasks required in order to approve the IHSS providers and maintain a registry of providers. Potential providers must attend an orientation, have a valid photo ID, Social Security Card and undergo a criminal background check including fingerprints. A provider orientation is held weekly.

**New Adult Services Grant Program:**

The Home Safe Program is a county optional one time grant funded program specifically designed to support the safety and housing stability of APS clients who are experiencing homelessness or are at imminent risk of homelessness due to elder or dependent adult abuse, neglect, self-neglect, or financial exploitation.

**Child Welfare Services:**

1. **Emergency Response (ER)** provides 24-hour daily response to allegations of child abuse and neglect. Community members reporting abuse call the ER Hotline where a social worker assesses each report and makes a determination of the appropriate response. Reports that meet the standards for response will be investigated immediately or within ten (10) days depending upon the severity of the alleged abuse. Mandated Reporter training for community members is also available upon request.
2. **Family Maintenance (FM)** is a program that serves "at risk" families in their own homes. The goal is to work alongside the family in identification of risk factors and development of a family/ community plan to ensure child safety. Family Maintenance can be provided through a voluntary agreement between the parents and CWS or under order by the Juvenile Court.
3. **Family Reunification (FR)** is a program that serves families in which children were removed due to neglect or abuse. The program goal is two-fold; case managers concurrently work alongside the family to address risk factors in order to return child(ren) to the family; and concurrently develop plans to include adoption, guardianship or alternative living arrangements if those reunification efforts are not successful.

4. **Permanency Placement (PP)** services are designed to provide an alternate permanent family structure for children who because of abuse or neglect cannot safely return home. These services are provided on behalf of children for whom there has been a judicial determination of a permanent plan for adoption, legal guardianship, or alternative living arrangement.
5. **Resource Family Approval (RFA) Program** assesses all families who wish to provide out-of-home care for children, and adoptive or guardianship families. RFA Program ensures standards of safety are met in each resource family home. The Resource Family Program includes licensed foster homes, resource care providers, adoption, guardianship and recruitment services for care providers in Kings County. The RFA unit provides mandated training for the RFA applicants.
6. **Adoptions** services are provided to children who are dependents of the Kings County Juvenile Court, who are not able to reunify with their birth parents, and are in need of a "forever family". This includes the adoptability assessment, home study update, matching of prospective adoptive parents with children in need of permanency, adoptive placement and finalization paperwork, as well as the initial assessment for the Adoption Assistance Program.
7. **Adoption Assistance Program (AAP)** provides monetary assistance to the adoptive parents to assist with meeting the child's needs. The Adoptions Social Service Workers along with Foster Care Eligibility unit sets up and monitors the AAP for adoptive parents who require monetary assistance.
8. **Independent Living Program (ILP)** provides services to current and former foster youth. ILP focuses on helping youth gain the basic life skills and information needed to become successful self-sufficient adults. Youth ages 14 and over whom are in foster care, or were in foster care on or after their 16th birthday, are eligible for services up to the age of 21.
9. **Extend Foster Care for Non Minor Dependents Program (also known as AB12)** provides case management and supportive services to eligible youth to extend their stay in foster care beyond age 18 up to age 21. Eligible foster youth are designated as "non-minor dependents" (NMDs). The aim of this program is to better support youth transitioning to self sufficient adults.
10. **Interstate Compact on the Placement of Children (ICPC)** program is a reciprocal agreement between CA and other states to facilitate the assessment and placement of children across state lines. We are responsible for monthly contact, home assessments and adoptability assessments. We also coordinate with other states to do the same on behalf of our dependents.
11. **CWS Inter-County Transfer (ICT)** is a program that allows for the transferring of case from one county jurisdiction to another. While this is primarily at the discretion of the juvenile court, a social worker is required to make an assessment and provide a recommendation/report to the court. Courtesy supervision is also provided when the jurisdiction has not been transferred, but the family resides within our county boundary. This is also done through a reciprocal agreement with other participating counties.
12. **Family Engagement and Placement Support (FEAPS)** is a unit with a wide variety of tasks. They are responsible for the facilitation of Child and Family Team Meetings. They also take the lead with Family Finding and RFA Recruitment efforts. They are also responsible for conducting placement searches for youth in need of placement.

**New Child Welfare Services Grant/CAPCC Programs:**

- The Bringing Families Home Program was established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) as a grant to reduce the number of families in the child welfare system experiencing or at risk of homelessness, to increase family reunification, and to prevent foster care placement.
- The Emergency Child Care Bridge grant program addresses lack of child care as a barrier for families otherwise willing to bring a foster child into their home, and for parenting foster youth. It provides vouchers for child care and child care navigator services for families.
- The Lisa Project is an interactive exhibit designed to increase awareness and prevention of child abuse and neglect. The purpose of this experience is to provide an opportunity for the visitor to focus on what personal and civic responsibility is about specific to child abuse. By doing so, the visitor will be able to better understand the families' circumstances, concerns of child abuse, prevalence and the overall impacts on individuals, families and communities. This project is funded by prevention funding.
- Parents as Teachers Home Visitation program - The Human Services Agency and the Public Health Department currently provides the Parents as Teachers Home Visitation model to the families of Kings County. These voluntary services provide 2 years of support to young parents, teenage parents and young single parents with children under the age of 5 years of age. These families are among our most vulnerable population and often become child welfare involved. This program is also funded by prevention funding.
- Denise Goodman Recruitment Project - The CDSS selected the KCHSA and Probation to participate in a state program to receive assistance and training regarding recruitment, retention and support for Resource Families. CDSS is contracting with Dr. Denise Goodman who is a nationally recognized consultant and child professional to provide onsite training and technical assistance to five Counties regarding recruitment, retention and support for the Resource Families.

**New Initiatives or mandates which are being implemented within the 12 CWS programs:**

- Psychotropic Medication Monitoring and notification process
- Commercially Sexually Exploited Children (CSEC) protocols
- Development of Intensive Services Foster Care Homes
- Development (in partnership with DBH) of Treatment Foster Care homes
- Foster Youth Credit Report Monitoring
- Provision of Reproductive Health Information to foster youth
- Child and Family Team Meetings in 1<sup>st</sup> 60 days and then every 6 months thereafter
- Integrated Core Practice Model
- Continuous Quality Improvement
- Quality Parenting Initiative
- CANS Assessment Tool
- Level of Care Assessment Tool
- Special Care Increment Matrix



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM February 5, 2019

**SUBMITTED BY:** Department of Public Works – Kevin McAlister / Dominic Tyburski  
**SUBJECT:** CONGESTION MITIGATION AND AIR QUALITY PROGRAM – SEAL OF VARIOUS KINGS COUNTY ROADWAYS  
**SUMMARY:**

**Overview:**

The Congestion Mitigation and Air Quality Program – Seal of Various Kings County Roadways project improves previously paved Kings County asphalt roadways, which are in a state of failure by cement treating the base and placing a series of asphalt emulsion seals on the roadway surface.

**Recommendation:**

- 1. Approve the Plans and Specifications for the Congestion Mitigation and Air Quality Program – Seal of Various Kings County Roadways project; and**
- 2. Authorize the Public Works Department to advertise this project for construction.**

**Fiscal Impact:**

This project will not impact the General fund as it is programmed through the Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) program. The construction estimate is \$1,171,000 of which 88.53% will be federally reimbursable and 11.47% will constitute the local match paid by the County Road Fund as shown in the adopted Fiscal Year 2018-2019 Budget, in Budget Unit 311000, Account 8222135.

**BACKGROUND:**

Kings County Public Works has programmed CMAQ Seal projects annually for the last twenty years. The roadway seal program is an effective way for the County to utilize CMAQ funding which has limited utility for a rural county. The seal projects improve air quality by sealing failed bituminous roads and extend the useful life of transportation corridors. In recent years, it has been necessary to hire private contractors to perform this work previously performed by County Roads crews due to Assembly Bill (AB) 720, which limits the annual

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2019.  
CATHERINE VENTURELLA, Clerk to the Board  
By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **CONGESTION MITIGATION AND AIR QUALITY PROGRAM – SEAL OF VARIOUS KINGS COUNTY ROADWAYS**

**February 5, 2019**

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dollar amount a local agency can spend on certain self performed construction activities. Cement treatment increases the strength of the base material, which reduces deflections due to traffic loads. The increased stiffness delays the onset of surface distress and extends pavement life. Roadway segments include 10<sup>th</sup> Ave; from Redding to Seattle Aves., Racine Ave. from 4<sup>th</sup> to 6<sup>th</sup> Aves., and 5<sup>th</sup> Ave. from Orange to Nevada Aves. The plans and specifications for this work were prepared by Public Works Engineering.