



Kings County Board of Supervisors

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

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

Agenda March 26, 2019

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

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

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

- I 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Sylvia Gaston – Koinonia Church
PLEDGE OF ALLEGIANCE
- II 9:00 AM** **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III 9:05 AM** **WOMEN'S HISTORY RECOGNITION – Rebecca Campbell/Kyria Martinez/
Board of Supervisors**
Consider adopting a Resolution declaring March 2019 as Women's History Month in Kings County and recognizing five women making a difference in Kings County.
- IV 9:10 AM** **CONSENT CALENDAR**
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.
- A. Approval of the Minutes: March 19, 2019**
- B. Department of Child Support Services:**
1. Consider authorizing the Director of Child Support Services to sign a Plan of Cooperation with the California Department of Child Support Services.
 2. Consider authorizing the Chairman to sign an amended Memorandum of Understanding between the Department of Child Support Services and the Public Works Department and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
- C. Library:**
Consider authorizing Library Fine Forgiveness Week during National Library Week on April 7-13, 2019 and Food For Fines Week on November 3-9, 2019 and authorizing the Library to waive fees on overdue fines for library materials and lost library cards.

CONSENT CALENDAR CONTINUED

D. Administration:

1. Consider denying the claim for damages filed by Borealis, LLC and authorizing County Counsel to notify the claimant of the action.
2. Consider authorizing the Chairman to sign the first amendment to Agreement No. 14-048 with Vanir Construction Management Incorporated for the SB 1022 Jail Phase III project.

V

REGULAR AGENDA ITEMS

9:15 AM A. Human Services Agency – Sanja Bugay/Antoinette Gonzales

1. Consider authorizing the Chairman to sign an Agreement with Reading and Beyond to provide a CalFresh Employment and Training program from March 1, 2019 to September 30, 2021.
2. Consider adopting a Resolution proclaiming the month of April 2019 as a Child Abuse Prevention Month in Kings County.
3. Consider authorizing the advanced step hire of Jamie Reyes as a Social Services Supervisor – Child Protective Services for the Human Services Agency at Salary Range 226.0, Step 4.

9:20 AM B. Community Development Agency - Greg Gatzka/Chuck Kinney

Consider providing written comments to California Department of Housing and Community Development on their draft Community Development Block Grant Program guideline changes.

9:25 AM C. Administration – Rebecca Campbell

1. Consider authorizing the Chairman to sign the letter of support for a new compact between the State of California and Santa Rosa Rancheria.
2. Consider setting the salary for Sheriff David Robinson to be effective March 25, 2019.

VI

STUDY SESSION

9:30 AM D. Administration – Rebecca Campbell

Information regarding industrial hemp.

VII

PUBLIC HEARING

**10:00 AM E. Administration – Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for Centro De Salud De La Comunidad De San Ysidoro, Inc.

**10:00 AM F. Administration – Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for Hope on Broadway Apartments.

**10:00 AM G. Administration – Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for St. Anton Tasman Apartments.

VIII 10:05 AM H. Board Member Announcements or Reports

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

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

IX 10:10 AM I. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]

X J. ADJOURNMENT

The next regularly scheduled meeting is scheduled for April 2, 2019, at 9:00 a.m.

XI 11:00 AM K. CALIFORNIA PUBLIC FINANCE AUTHORITY – REGULAR MEETING

XII 1:15 PM L. HOUSING AUTHORITY BOARD OF COMMISSIONERS- SPECIAL MEETING

XIII 2:00 PM M. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY-MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

April 2	9:00 AM	Regular Meeting
April 9	9:00 AM	Regular Meeting
April 9	11:00 AM	California Public Finance Authority Regular Meeting
April 16	9:00 AM	Regular Meeting
April 23	9:00 AM	Regular Meeting
April 23	11:00 AM	California Public Finance Authority Regular Meeting
April 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
April 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
April 30	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Kyria Martinez

SUBJECT: RECOGNIZING MARCH 2019 AS WOMEN’S HISTORY MONTH IN KINGS COUNTY

SUMMARY:

Overview:

A presentation will be held to recognize women leaders in history and to honor local women leaders.

Recommendation:

Adopt a Resolution recognizing March 2019 as Women’s History Month in Kings County.

Fiscal Impact:

None.

BACKGROUND:

The annual observance of National Women’s History week was declared in a presidential Proclamation by President Carter in 1980 and was declared National Women’s History Month by Congress in 1987. This was done to provide an opportunity for all Americans to recognize the contributions women have made to this nation, and to honor those who blazed trails for women’s empowerment and equality.

Women’s history takes a new look at all that has gone before and tells the story of a shared past from a different perspective, not rewriting history, but presenting and expanding a version of history that recognizes and honors the accomplishments of women.

Staff requests that your Board adopt a Resolution recognizing March 2019 as Women’s History Month in Kings County. The Resolution has been reviewed as to from by County Counsel.

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.

BEFORE THE BOARD OF SUPERVISORS IN AND FOR THE
COUNTY OF KINGS, STATE OF CALIFORNIA

IN THE MATTER OF PROCLAIMING RESOLUTION NO. _____
MARCH 2019 AS KINGS COUNTY
WOMEN'S HISTORY MONTH _____/

WHEREAS, National Women's History week was declared in a presidential Proclamation by President Carter in 1980 and was declared National Women's History Month by Congress in 1987 as an opportunity for us to recognize the contributions women have made to our nation, and to honor those who blazed trails for women's empowerment and equality; and

WHEREAS, Women of every race, class, and ethnic background make contributions to the growth and strength of our County in countless recorded and unrecorded ways; and

WHEREAS, Women play critical economic, cultural, and social roles in every sphere of life, constituting a significant portion of the labor force, working both in and out of the home, as well as courageously serving in our country's armed forces; and

WHEREAS, Women are leaders, serving in the forefront of progressing social change movements, securing their own rights of suffrage and equal opportunity, and fighting for the rights of others to create a more fair and just society for all; and

WHEREAS, Despite these contributions, the role of women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history. Including Susan B. Anthony, Lucy Stone, Lucretia Mott, Elizabeth Cady Stanton, Harriet Tubman, and Alice Paul among other women leaders who struggled for equality; and

WHEREAS, Women's history takes a new look at all that has gone before and tells the story of our shared past from a different perspective, not rewriting history, but presenting and expanding a version of history that recognizes and honors the accomplishments of women; and

WHEREAS, Women have been on the forefront of many groundbreaking ideas in science, technology, and have improved our daily lives. Including Mary G. Ross, Virginia Apgar, Susan Solomon, Julia Morgan, Patricia Bath, Flossie Wong-Staal, Sally Ride, and pioneers including Dr. Sally Ride, Elizabeth Blackwell, Clara Barton, Amelia Earhart, and Sandra Day O'Conner among other women leaders who have opened doors for others.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Kings County Board of Supervisors hereby proclaims March 2019 as Women's History Month in Kings County

The foregoing resolution was adopted upon motion by Supervisor _____,
seconded by Supervisor _____, at a regular meeting held this 26th day of
March, 2019 by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

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

IN WITNESS WHEREOF, I have set my hand this 26th day of March, 2019.

Catherine Venturella, Clerk to the Board



Kings County Board of Supervisors

Kings County Government Center
1400 W. Lacey Boulevard ❖ Hanford, California 93230
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Action Summary March 19 & 20, 2019

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

Chairman:	Joe Neves	(District 1)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Doug Verboon	(District 3)		David Prentice, Interim County Counsel
Board Members:	Richard Valle	(District 2)		Melanie Curtis, Deputy Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

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

Regular Meeting

Tuesday, March 19, 2019

I B1 YOUTH AND COUNTY GOVERNMENT DAY
Student/Department Head Orientation

II B2 CALL TO ORDER
ROLL CALL – Clerk of the Board
INVOCATION – Arthur Fox – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

III B2 CONSENT CALENDAR

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

A. Approval of the Minutes: March 12, 2019

B. Public Works Department:

Consider adopting the Local Transportation Funds Claim Resolution stating there are no unmet transit needs in Kings County. [Reso 19-023]

C. Administration:

Consider authorizing the County Administrative Officer to sign an Agreement with Karen Butler for legal representation of the indigent accused effective April 1, 2019 through June 30, 2019.

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

IV B3 **UNSCHEDULED APPEARANCES**

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

Nichole Fisher, Department of Public Health Nursing Division Manager, announced World Tuberculosis Day will be on March 24, 2019.

Amanda Curtis, Kings County 4-H Ambassador, invited the Board and public to the Kings County 4-H Fair at the Kings Fairgrounds on March 30, 2019 and Sectional Presentation Day at Hanford West High School on May 4, 2019.

V **REGULAR AGENDA ITEMS**

B4 **A. Human Resources Department – Leslie McCormick Wilson/Henie Ring**

Consider approving a new job specification for the Registrar of Voters and set the salary band designation at (\$9,000 - \$12,500) and allocating 1.0 Full-Time Equivalency Registrar of Voters in Budget 155000.

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

B5 **B. Administration – Rebecca Campbell**

1. Consider authorizing the County Administrative Officer/Registrar of Voters to sole source purchase a California Voting System Standard certified election system from Dominion Voting System Inc. and authorizing the Clerk of the Board to sign the budget appropriation and transfer form (**4/5 vote required**) or authorizing the Purchasing Manager to publish a Request for Proposal for a California Voting System Standard certified election system.

ACTION: On a motion by Supervisor Verboon, seconded by Supervisor Fagundes, the Board selected option one (sole source purchase a system from Dominion Voting). (DV, RF, CP, JN – Aye, RV-No)

2. Consider authorizing the Chairman to sign an Agreement with the California Secretary of State for State reimbursement funds for a new voting system. (**Agmt 19-019**)

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

VI B6 **C. Board Member Announcements or Reports**

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

Supervisor Pedersen stated that he attended the Kings/Tulare Area Agency on Aging meeting on March 18, 2019.

Supervisor Verboon stated that he continues to attend bi-weekly meetings with the South Fork Groundwater Sustainability Agency, with an upcoming meeting on March 21, 2019. He stated that he met with Senator Anna Caballero on March 15, 2019 about the Temperance Flat Dam project. He stated that he sat in on a Valley conference call with eight counties on March 18, 2019 and the consensus was that the most important issues to the counties as a group are water issues and the reimbursement of Williamson Act funds.

Supervisor Valle introduced the student working with him, Gabriella Salgado, and spoke about his recent experience in assisting with Senior exit interviews at Corcoran High School.

Supervisor Fagundes thanked Sarah Poots for organizing Youth and Government Day and introduced his student and granddaughter, Emily Fagundes.

Board Announcements Continued

Supervisor Neves stated that he has been announcing at Lemoore High School baseball games. He stated that the Veteran's Job Fair was held at the Hanford Civic Auditorium on March 14, 2019 and invited Veterans Services Officer, Scott Holwell to report. Mr. Holwell stated that the event had about 100 attendees, including about 60 veterans and that one contractor working on the Lemoore Naval Air Station made six job offers on site. Supervisor Neves stated that he attended a Portuguese pork processing in Coalinga and the Stratford Boil on March 16, 2019. He stated that he attended the American Legion Post No. 100 St. Patrick's Day corned beef and cabbage dinner on March 17, 2019 and the Lemoore High Oversight Committee meeting on March 18, 2019.

- ◆ Board Correspondence: None
- ◆ Upcoming Events: **Rebecca Campbell** stated the following events are upcoming: **Annual Hanford Chamber of Commerce Recognition Dinner on April 24, 2019 at the Hanford Civic Auditorium, the Employee Appreciation BBQ on May 7, 2019 and the Peace Officers Memorial on May 15, 2019 at the Kings County Government Center, Kings County Commission on Aging Pancake Breakfast fundraiser at Applebee's on March 31, 2019, Veterans of Foreign Wars Corn Hole Tournament on April 20, 2019 at Hanford Civic Park and the Veterans of Foreign Wars Golf Tournament on June 1, 2019.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated that the following items would be on a future agenda: **Administration Women's History Month resolution and recognitions, Administration Census award contract, Human Services Agency CAPCC Child Abuse Prevention Resolution, Library Fine Forgiveness and Food for Fines, Administration extension of Vanir's Construction Management Contract for SB 1022, Administration Census award contract, Behavioral Health Substance Use Disorders (SUD) program contracts with Champions, Administration SB 81 Round Two Juvenile Center remodel project plans, specifications and advertising, Administration Resolution for Elections, Administration purchasing contract for a new voting system, Administration/Community Development strategic plan for Kings County outreach efforts for the Census 2020.**

VII 9:30 AM D. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
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- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
 - Public Employment:*
 - Title: County Counsel*
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
 - Negotiator: Rebecca Campbell
 - **Detention Deputies' Association**
 - **Probation Officers' Association**
 - **Firefighters' Association**
 - **Prosecutors' Association**
 - **General Association - CLOCEA**
 - **Supervisors Association- CLOCEA**

REPORT OUT: Interim County Counsel, David Prentice, stated that no reportable action was

anticipated today.

VIII E. ADJOURNMENT

The next regularly scheduled meeting is scheduled for March 26, 2019, at 9:00 a.m.

IX 11:00 AM F. CALIFORNIA COMMUNITY HOUSING AGENCY – REGULAR MEETING

Special Meeting

Wednesday, March 20, 2019

6:00 PM CITY/COUNTY COORDINATING MEETING

City of Lemoore & Santa Rosa Rancheria Tribal Council- Hosts
Tachi Palace Hotel and Casino, Sequoia and Sycamore Meeting Rooms
17225 Jersey Avenue, Lemoore, CA 93245

See Separate Agenda from Host

FUTURE MEETINGS AND EVENTS

March 26	9:00 AM	Regular Meeting
March 26	11:00 AM	California Public Finance Authority Regular Meeting
March 26	1:15 PM	Kings County Housing Authority Board of Directors Regular Meeting
March 26	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
April 2	9:00 AM	Regular Meeting
April 9	9:00 AM	Regular Meeting
April 9	11:00 AM	California Public Finance Authority Regular Meeting
April 16	9:00 AM	Regular Meeting
April 23	9:00 AM	Regular Meeting
April 23	11:00 AM	California Public Finance Authority Regular Meeting
April 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
April 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
April 30	9:00 AM	Regular Meeting

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Child Support Services – Barbi Brokhoff

SUBJECT: PLAN OF COOPERATION BETWEEN THE STATE OF CALIFORNIA AND
KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

SUMMARY:

Overview:

Under the California Code of Regulations, it is required that the Kings County Department of Child Support Services develop and enter into a Plan of Cooperation (POC) with the California Department of Child Support Services. This POC will outline the local child support agency's responsibilities for administering Title IV-D services and carrying out the State plan.

Recommendation:

1. Approve the Plan of Cooperation with the California Department of Child Support Services; and
2. Authorize Barbi Brokhoff, Director of Kings County Department of Child Support Services, to sign the Plan of Cooperation as presented.

Fiscal Impact:

No Impact to the County General Fund. The Department of Child Support Services is 100 percent funded by State of Federal government allocations.

BACKGROUND:

The purpose of the POC is to define and allocate responsibilities for securing child support including child support establishment, medical support, determining paternity, and providing other public services in accordance with the provisions of the Title IV-D of the Social Security Act. The local agency shall comply with all State and Federal laws, regulations, and directives pursuant to child support.

(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

PLAN OF COOPERATION BETWEEN THE STATE OF CALIFORNIA AND KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

March 26, 2019

Page 2 of 2

The State has been in the process of drafting and reviewing the POC, and has now approved the final copy. The POC will become effective October 1, 2018, and will end on September 30, 2019. This POC will be subject to renewal or amendment as necessary to reflect new or revised state and federal laws, regulations, and requirements.

Agreement is on file with the Clerk of the Board for review.

Staff respectfully requests that your Board approve the POC and authorize that it be signed by Barbi Brokhoff, Director of Child Support Services.

The POC has been reviewed and approved by County Counsel as to form.

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

P.O. Box 419064, Rancho Cordova, CA 95741-9064



October 2, 2018

CSSP LETTER: 18-06

ALL IV-D DIRECTORS
 ALL COUNTY ADMINISTRATIVE OFFICERS
 ALL BOARDS OF SUPERVISORS

SUBJECT: FEDERAL FISCAL YEAR 2019 CALIFORNIA STATE / LOCAL CHILD
 SUPPORT AGENCY PLAN OF COOPERATION

REFERENCE: Supersedes CSSP Letter 17-07, dated September 29, 2017

PURPOSE: In accordance with Family Code §17304(a), the Department of Child Support Services (DCSS) is providing the State / local child support agency (LCSA) Plan of Cooperation (POC), for Federal Fiscal Year October 1, 2018 through September 30, 2019. The POC reflects Child Support Program responsibilities for DCSS and LCSAs.

This revision includes clarifying language on the following subjects:

- Multiple changes per workgroup meeting on August 15, 2018 between LCSA Directorate and DCSS Executive team including removal of verbiage from the POC and replacement with references to source material.

An interactive global field has been expanded to allow for the inclusion of regional names on pages 1, 24, and 54. Enter your LCSA name in the appropriate space on page 1 and the information will automatically populate in the remaining fields.

ACTION: The LCSA Director should sign and submit the POC via email to DCSSLCSAFiscalandAdminSupport@dcss.ca.gov no later than December 28, 2018. If your local approval process requires wet signatures and/or multiple copies, please mail the LCSA signed POC to the address below and specify how many copies of the fully executed document are required.

POC documents requiring wet signatures will be signed by the DCSS Director and returned by mail to the LCSA Director. A fully executed copy of the POC will be uploaded into the Cooperative Agreement Tracking System (CATS) and made 'Active' by the DCSS CATS Administrator.

Reason for this Transmittal

- State Law, Regulation and/or Change
 Federal Law, Regulation Change
 Court Order or Settlement Change
 Clarification requested by One or More Counties
 Initiated by DCSS

CSSP Letter: 18-06
October 2, 2018
Page 2

Please return the signed POC to:

California Department of Child Support Services
Attention: Financial Services Branch,
LCSA Fiscal and Administrative Support Section
P.O. Box 419064, MS 621
Rancho Cordova, California 95741-9064

CONTACT: Please contact your Regional Administrator if you are unable to meet the deadline prescribed above.

If you have any questions regarding the submittal of this agreement to DCSS or updates made to the FFY 2019 POC, please contact Tim Cocker at (916) 464-6819 or Tim.Cocker@dcss.ca.gov.

Sincerely,

o/s

VICKIE K. CONTRERAS
Deputy Director
Child Support Services Division

CALIFORNIA
DEPARTMENT OF
CHILD SUPPORT SERVICES

STATE
LOCAL CHILD SUPPORT AGENCY

PLAN OF COOPERATION

FFY 2019

OCTOBER 1, 2018 – SEPTEMBER 30, 2019



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SECTION I: PURPOSE

The purpose of this State / LCSA Plan of Cooperation, hereinafter referred to as the “POC,” is to define responsibilities for securing child support, including child support establishment, collection, and disbursement services; medical support; determining paternity; and providing other public services in accordance with the provisions of Title IV-D of the Social Security Act, Title 42 USC § 651 et seq., hereinafter referred to as “Title IV-D,” “Title IV-D program,” or “Title IV-D services.”

This POC is entered into between the Department of Child Support Services, hereinafter referred to as the “Department” or “DCSS” and the Department of Child Support Services, hereinafter referred to as the “Local Child Support Agency” or “LCSA.”

SECTION II: AUTHORITY

Family Code (FC) § 17202 designates the Department as the single organizational unit whose duty it shall be to administer the Title IV-D state plan for securing child and spousal support, medical support, and determining paternity. State plan functions shall be performed by other agencies as required by law, by delegation of the Department, or by cooperative agreements.

FC § 17304(a) requires the Director of the Department to negotiate and enter into cooperative agreements with county and state agencies to carry out the requirements of the state plan for administering the Title IV-D child support program.

FC § 17304(b) requires the Director of the Department to have direct oversight and supervision of the Title IV-D operations of the LCSA. No other local or state agency shall have any authority over the LCSA as to any function relating to its Title IV-D operations.

FC § 17314(b) requires Regional Administrators to oversee the LCSAs to ensure compliance with all state and federal laws and regulations.

SECTION III: GENERAL PROVISIONS

The Department and LCSA shall comply and work in collaboration with all provisions of this POC, Title IV-D of the Social Security Act, and all federal and state laws, regulations, policies and directives.

SECTION IV: DEPARTMENT RESPONSIBILITIES

Per FC § 17304(c), and as a condition of disbursing federal and state funds to the LCSA, ensure a current, signed POC is on file. Amend the POC to reflect new or revised federal and state laws, regulations, policies, and directives as necessary. The Department shall ensure that the LCSA has the POC within 60 days of effective date in order to acquire appropriate approvals.

- 1) Per FC § 17306(e)(1), develop, adopt, and disseminate directives, policies, and regulations to inform the LCSA and other appropriate county agencies of federal and state law, policies, standards, procedures, and instructions relative to Title IV-D services.
- 2) Per FC § 17310, formulate, adopt, amend, or repeal regulations affecting the purposes, responsibilities, and jurisdiction of the Department consistent with the law and necessary for the administration of the state plan for securing child support and enforcing spousal support and determining paternity.
- 3) Communicate with the Judicial Branch Partners regarding statewide uniformity issues, statewide standards, LCSA/local court handling of LCSA cases and workload priorities.
- 4) Per 45 CFR § 302.12(a)(2), maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all automation functions for which it is responsible under the Title IV-D state plan and other federal and state automation requirements.

- 5) Initiate legislation, as appropriate, to improve clarity and efficiency of the child support program and ensure compliance with federal and state laws, regulations, policies, and directives. Consider legislative initiatives proposed to the Department by the LCSA.
- 6) Analyze pending legislation to identify the impact to the child support program if enacted.
- 7) Provide quarterly summaries of statewide customer service survey results to the LCSA.

A. Case Management

1) Case Processing

Establish and maintain systems and procedures to facilitate the LCSA administration of the Title IV-D program.

- a) Per 45 CFR §302.51(a)(1), accurately collect and distribute child support, medical support, and spousal support payments in accordance with federal and state laws, regulations, policies, and directives. Take all steps necessary to minimize undistributed collections.
- b) Extend the full range of Intergovernmental services available under the Title IV-D plan per 45 CFR §302.36.

2) Case Record Maintenance

Per 45 CFR §302.85(b), manage the Child Support Enforcement (CSE) system and maintain CSE data in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program.

3) *Record Retention*

Maintain all closed Title IV-D case records in CSE for a period of four years and four months from the date of case closure, per 22 California Code of Regulations (CCR) § 111450, unless the case is subject to an open federal or state audit, civil litigation, or a court order which extends the retention period.

Maintain case records that contain IRS federal tax information for a period of seven years, per IRS Publication 1075 Section 9.3.3.10.

When required by law, such as FC § 17400(b)(3) for retention of documents electronically filed, but signed under penalty of perjury, ensure that case records are retained as required.

4) *Case Complaint Resolution*

a) Ombudsperson Program

- i) Public Inquiry Response Team coordinates with LCSA Ombudsperson to respond to participants or outside inquiries.
- ii) Maintain a statewide list of Ombudspersons.

b) Complaint Resolution Program and State Hearing

- i) Maintain the Department portion of the complaint resolution and state hearing process as set forth in FC § 17800 et seq., including maintenance of the Complaint Resolution Tracking System.
- ii) Work with the LCSA to facilitate resolution of any complaints as needed.
- iii) Provide statewide training regarding handling of participant inquiries, complaint resolution, Complaint Resolution Tracking System and state hearings.

5) Litigation, Writs and Appeals, and Class Action Settlements

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

- a) Provide a procedure to review incoming appellate case submissions provided by LCSAs including respondent and appellant case submissions. Pursuant to FC §17304(b), review, approve or deny any request from an LCSA to pursue a writ or appeal.
- b) Contract with the California Department of Justice to provide appellate representation in Title IV-D appeals, at no cost to LCSA.
- c) Provide direction and action regarding statewide enforcement against potential recovery by obligors of settlements arising from class action litigation. This includes, but is not limited to:
 - i) Act as the Statewide point of contact for outreach to obtain information and secure data matches.
 - ii) Submit income withholding orders or other levy tools and review efficacy of efforts.

B. Paternity Opportunity Program

The California Paternity Opportunity Program (POP) was established in 1995 to comply with the federal mandate (Title 42 United States Code (USC) 666(a)(5)(C)) to have a simple system for an unmarried mother and biological father to establish paternity. For more than twenty-three (23) years, POP has helped over 3.3 million parents establish legal paternity in California. The California Department of Child Support Services operates the POP in collaboration with the LCSAs as set forth in 45 CFR § 302.31(a)(1), § 302.70(a)(5), § 303.5(g) and FC §§ 7570–7577.

C. Training

- 1) Collaborate with LCSA to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; develop annual training survey to assess those needs.
- 2) Develop short and long-term program training goals; develop methods/metrics for measuring training effectiveness to meet DCSS and LCSA training program goals.

D. Tribal Relations

Provide statewide leadership, through the Department's tribal liaison, to establish direct and open communication with tribal governments in an effort to establish government-to-government relationships and enter into Memorandums of Understanding with comprehensive Tribal IV-D programs, operating under Title 45 CFR § 309.65(a), which shall be included in the state plan.

- 1) Manage shared tribal IV-D cases where both California and any Tribal IV-D program in California have an interest in the case.
 - a) Coordinate the transfer of IV-D cases to any comprehensive Tribal IV-D program in California where court action has not been initiated.
 - b) Coordinate case transfer under California Rule of Court, Rule 5.372, with the LCSA and any Tribal IV-D program in California, where appropriate.
- 2) Provide locate services to any comprehensive Tribal IV-D program operating under Title 45 CFR § 309.65(a) consistent with Title 42, USC § 654(26) and § 666(c)(1)(D), Title 45 CFR § 302.35, and FC § 17212.
- 3) Extend the full range of services to any Tribal IV-D program operating under Title 45 CFR § 309.65(a) except for Tribal IV-D responding intergovernmental cases.

E. Audits

1) Data Reliability

- a) Coordinate and oversee data reliability monitoring to ensure LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.
- b) Take all steps necessary to ensure the accuracy of all data, including data entered into the state automated system; provide policy and system documentation to ensure data is entered correctly; and ensure LCSA is in compliance with federal state data reliability standards. The implementation of required corrective actions is included in these steps.
- c) Coordinate and oversee the quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives. This ensures the maintenance of complete and reliable data in accordance with the standards set forth by the federal incentive funding system.
- d) Coordinate, oversee, and participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:
 - i) Provide LCSA-specific case samples selected by federal auditors to validate;
 - ii) Coordinate, facilitate, and attend conference calls to discuss questions;
 - iii) Request the LCSA provide any case documentation required;
 - iv) Work with the LCSA to address and resolve issues with problem cases;
and
 - v) Work with the LCSA to address and resolve any case variances as identified by federal auditors.

2) *Administrative Expense Claim Schedule and Certification CS 356 Claim Audits*

- a) Perform fiscal reviews of reported expenditures and abatements on the Administrative Expense Claim Schedule and Certification (CS356).
- b) Coordinate and conduct audits and reviews of the LCSAs, to ensure compliance with program requirements.
- c) Provide LCSA with notification of the review, audit scope, methodology and audit process.
- d) Request and require the LCSA to provide all fiscal and administrative records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records.
- e) Follow up on allegations of fiscal noncompliance and evaluate, monitor and document the risk identified and the impact to the child support program.
- f) Report on LCSA compliance with the Uniform Requirements, Child Support Program Regulations and in relation to costs claimed on the CS356.
- g) Obtain corrective action within 6 months following the issuance of the final report.

3) *Other Audits*

Coordinate and oversee federal and state auditors when conducting required audits to assess completeness, accuracy, reliability, and security of data used in calculating the performance indicators. This includes, but is not limited to, the following:

- a) Department of Finance, Bureau of State Audits, and contract auditors as prescribed by the Department, access to all requested information in order to conduct audits/reviews including, but not limited to, data reliability audits,

administrative and expenditure claim audits, and Internal Revenue Service (IRS) Safeguard reviews.

- b) Require LCSA to provide to independent auditors all case records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records. Monitor data reliability to ensure the LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

F. Compliance and Monitoring

In accordance with 45 CFR §§ 303 and 308, the Department will conduct the Annual Federal Self-Assessment Review on a sample of selected cases beginning October 1st of each year to measure compliance with and ensure the implementation of actions necessary to meet federal requirements. The Department will notify the LCSA Director and Compliance Coordinator of the requirements to develop a corrective action plan if non-compliance findings have been determined, review the LCSA's corrective action plan for approval or consult with LCSA for revision, report the results of the Federal Self-Assessment Review and any LCSA corrective action plan(s) to the federal Office of Child Support Enforcement (OCSE), and evaluate LCSA's progress in achieving compliance through the implementation of the corrective action plan. In accordance with FC Division 17, Chapters 1 and 2, and Title 22 CCR Division 13. The Department will assess and identify the need for compliance reviews in programmatic areas. Compliance reviews may entail cases, data, or onsite at the LCSA. DCSS will notify the LCSA Director and Compliance Coordinator of the requirements to develop an improvement strategy if non-compliance findings have been determined, review the LCSA's improvement strategy plan for approval or consult with LCSA for revision, and evaluate LCSA's progress in achieving compliance through the implementation of the improvement strategy.

G. Outreach

- 1) Per 45 CFR § 302.30 and FC § 17210, establish systems for informing the public, including custodial and non-custodial parents of dependent children, of its services and operations.
- 2) Make Title IV-D outreach materials available to the public and the LCSA.
- 3) Provide appropriate translation of statewide public education and outreach materials and required forms.

H. Program Performance

1) Performance Management Plan

- a) Develop a state strategic plan and annual goals.
- b) Develop an annual performance plan aligned with the state strategic plan and annual goals.
- c) Review and approve LCSA performance management plan and quarterly updates.

2) Corrective Action

- a) Require a corrective action plan for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies pursuant to FC § 17602.

I. Fiscal Administration

In accordance with federal and state laws, regulations, policies, and directives, the Department shall provide, maintain, and update systems, processes, and guidelines in support of LCSAs as they perform fiscal activities outlined in the

Fiscal Administrative Manual, CSS/CSSP letters: 08-15, Genetic Testing Fee Recovery; 14-10, Request to Perform Non-Title IV-D Activities; 17-04 Equipment Management and Disposition Policy; 17-06, Child Support Administrative Claiming and Financial Policies; 18-05 LCSA Purchase Request Process, and LCSA/CSSI letters: 02-36, Interest Earned on Child Support; 05-09, Agreed-Upon Procedures for Audits; 05-23, Revisions to 356 for Admin and EDP Claiming; 08-10, Revisions to 356 Claiming Fees; 08-11, E-Oscar; 09-06, Allowable Costs; 09-10, Revisions to 356 – Early Intervention; 10-08, Clarification of Prepaid Expense; 12-07, Clarification of Acquisition and Unit Cost; and 14-14, Cooperative Agreement Tracking System.

J. Information Security and Privacy Protection

- 1) Ensure access to information from the following sources, including but not limited to, IRS, OCSE, Department of Motor Vehicles, Franchise Tax Board, Social Security Administration, Medi-Cal Eligibility Data System, Title IV-A and the Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the DCSS Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services, attached hereto as Attachment A.

DCSS must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4 - "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social

Security Administration” (Technical Systems Security Requirements).

These sensitive documents are available on the Information Security site on California Child Support Central.

- 2) Provide governance and oversight on Information Security and Privacy related issues and represent the Department and LCSA to external agencies on related matters.
- 3) Maintain and disseminate Information Security policies and standards consistent with state and federal regulations (see DCSS Information Security Manual, Section 1003 References) and industry best practices.
- 4) Provide assistance with maintenance of Business Continuity Plans.
- 5) Follow federal and state requirements for Information Security Incident Reporting.
- 6) Implement and manage a security safeguards review program which assesses local compliance with all security-related requirements; and assist LCSA Directors and staff with compliance efforts.
- 7) Coordinate all federal and state Information Security Reporting requirements to include the annual IRS Safeguard Security Report, Business Continuity Plans, and Incident Reporting.
- 8) Maintain an Information Security Awareness Training program pursuant to federal and state mandates.
- 9) Monitor access to all information and systems maintained by the Department.

K. Information Technology

1) IT Policies and Procedures

Establish, maintain and oversee Information Technology (IT) policies and procedures

for child support IT systems in compliance with the Code of Federal Regulations, the State Administrative Manual (SAM), IRS Publication 1075, the Statewide Information Management Manual, the OCSE Security Agreement and the LCSA Fiscal Administrative Manual.

2) *IT Procurements*

- a) Manage and oversee procurements of IT goods and services in accordance with state and federal laws, regulations, and policies as stated herein. Acquire IT goods and services in accordance with the Principles for IT Procurement per 45 CFR § 95.617, SAM § 5230.4 and Public Contract Code § 12100.
- b) Provide oversight of IT procurements to support a new technology project.
- c) Provide language to ensure software ownership rights and modification information is incorporated in all applicable procurements.

3) *IT Asset Management*

Manage state-owned IT assets for the child support program; including identification and classification of state-owned hardware and software, telecommunications, maintenance costs and expenditures, support requirements, and the ongoing refresh activities necessary to maintain the IT assets per SAM § 4989.

Establish and maintain policies and procedures for management of IT state-owned assets in accordance with state and federal laws, regulations, OCSE Security Agreement, LCSA Fiscal Administrative Manual, IRS Publication 1075, and policies.

- a) Manage IT equipment, maintain inventory records on the equipment, and take periodic physical inventories per 45 CFR § 95.707, and Department policies.

- b) Establish and maintain contracts to support the warranty of state-owned assets.
- c) Work with LCSA and vendors to provide replacements of IT equipment that is no longer able to meet the operational requirements.
- d) Develop and implement a technology refresh plan to replace equipment prior to its end of support or lifecycle per SAM § 5001.
- e) Manage disposition of all IT assets per 45 CFR § 95.707 and SAM § 5900, § 8633, and § 8640.

4) *Systems Development*

Responsible and accountable for ensuring the development of technology adheres to the Department, state, and federal regulations and policies.

- a) Oversee the development of new technology systems or applications to support the child support program.
- b) Ensure information security controls are designed in new system development per SAM § 5315 and the OCSE Security Agreement.

L. Grants

1) *Federal Grants*

Section 1115(a) of the Social Security Act provides the OCSE with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

- a) Monitor Section 1115 Demonstration Grant forecasts and announcements.
- b) Alert LCSA of potential forecasts, announcements, and timelines for national child support grant program opportunities.

- c) Provide support to LCSA in preparing grant conceptual proposals.
- d) Assign a grant sponsor to assist the LCSA in the application process for any grant proposal the Department has approved in concept.
- e) Submit grant application documents to OCSE.
- f) Monitor funded grant projects through completion.
- g) Assist LCSA in preparation of periodic and end-of-project performance and financial grant reports; submit to OCSE.

2) *Other Grants*

Other grants, whether federal, state or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

- a) Provide support to LCSA in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the designated Institutional Review Board on behalf of all departments under California Health and Human Services.
- b) If determined necessary, assist LCSA in completing Institutional Review Board request application and submitting to Committee for the Protection of Human Subjects.
- c) If the Institutional Review Board request application is approved, assist LCSA with all monitoring and reporting requirements.

M. Civil Rights

Adhere to, administer and operate the Title IV-D program in accordance with the provisions of the Title VI and Title VII of the Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act; the Americans with Disabilities Act of 1990 and 2008 Amendment; the Rehabilitation Act of 1973, § 504 and § 508; the California Department of General Services, Office of the State Architect, Title 24 CCR and Title 28 CFR Part 35, and appendix A of Title 28 CFR Part 36; the Dymally-Alatorre Bilingual Services Act and all other applicable federal and state laws, regulations, policies, and directives prohibiting discrimination on the basis of age, sex, race, color, religion, ancestry, national origin, disability, medical condition, denial of family and medical care leave, genetic information, marital status, military and veteran status, or sexual orientation.

N. Non-Compliance

- 1) If the LCSA raises a concern where DCSS fails to meet the terms and conditions of this POC and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.
- 2) The Department remains subject to all program requirements as outlined in statute and regulations.
- 3) If the LCSA is subject to the formal non-compliance process in FC § 17604, and submits a justification for reconsideration, DCSS will:
 - a) Consider and make a decision on all appeals within 30 calendar days of receipt of the appeal.

- b) Notify the LCSA in writing, of the results of the request for reconsideration within 30 calendar days of receipt.
- c) Restore any withheld funding to the LCSA if the facts presented in the appeal persuade the Department that the sanctions should not have been imposed.

SECTION V: LCSA RESPONSIBILITIES

As a condition of receiving federal and state funds from the Department, ensure a current, signed POC is received by the Department prior to the beginning of each Federal Fiscal Year.

- 1) Responsible to provide all Title IV-D program services as required by federal or state laws, regulations, policies, or directives within _____ as directed by the Department and described herein.
- 2) Notify the Director and Regional Administrator of any situation or circumstance directly impacting the operation of the LCSA, including closure for holidays, furlough and other county specific circumstances.
- 3) Promptly notify the Director and Regional Administrator of changes in LCSA Leadership; these include Director, Assistant Director, or any other high-level management positions.
- 4) Conduct customer service surveys regularly and provide results monthly to the Department.

A. Case Management

1) Case Processing

- a) Accept all applications and referrals requesting service in accordance with 45 CFR § 303.2.

- b) Per 45 CFR § 303.4 and 45 CFR § 303.31(b), establish child support and medical support orders.
- c) Per 45 CFR § 302.31 and 22 CCR § 112210, ensure all actions on a Title IV-D case have been suspended; when:
 - i) Notified by the County Welfare Department of good cause for non-cooperation pursuant to Welfare and Institutions Code (WIC) § 11477.04.
 - ii) The case is under the jurisdiction of the juvenile court as provided in WIC §300.
- d) In accordance with 45 CFR § 303.3, conduct locate activities, using all appropriate federal, state, and local locate resources to assist in the location of all NCPs or CPs whose whereabouts or assets are unknown.
- e) Initiate appropriate enforcement actions to obtain payment of current and past due support in all Title IV-D cases with court orders for child and/or medical support in accordance with federal and state laws, regulations and policies (45 CFR § 303.6).
- f) Enter into CSE and report to the County Welfare Department, when known, the following on Title IV-D cases:
 - i) Any welfare applicant/recipient who refuses to cooperate with the LCSA in the establishment or enforcement of child support orders (45 CFR § 264.30).
 - ii) Payments directly received by aided CP in accordance with 45 CFR § 302.32(a).
- g) In accordance with 45 CFR § 303.8, review child support orders when requested by an NCP or CP, or, when the LCSA becomes aware of a change of circumstances which may affect the support obligation. Review and, if appropriate, adjust orders for current Temporary Assistance for Needy

Families (TANF).

- h) Manage Title IV-D cases from other jurisdictions pursuant to the Uniform Interstate Family Support Act (FC §§ 5700.101-5700.905).
- i) Comply with federal and state laws, regulations, policies, and directives for case closure (45 CFR § 303.11).
- j) Ensure all financial processing is in accordance with 45 CFR § 302.32(b).

2) *Case Records Maintenance*

Prepare and maintain records for each Title IV-D case which includes information necessary for proper and efficient processing of cases in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program (45 CFR § 302.15). This includes, but is not limited to, the following:

- a) Applications for child support services.
- b) Records created to locate and identify NCPs, to establish paternity, and to obtain, modify, and enforce support orders, including medical support, and the costs incurred in such actions. This includes any relevant facts and actions taken by the LCSA and the results of such action.
- c) All records pertaining to complaint resolution and state hearings (22 CCR § 120107).

3) *Record Retention*

- a) For data housed by and under control of the LCSA, maintain all Title IV-D closed case records for a period of four years and four months from the date of case closure per 22 CCR § 111450, and purge from all systems unless the case is subject to an open federal or state audit, civil litigation, or a court order that extends the retention period.

- b) Extend the retention period and maintain case records for any open federal or state audit, civil litigation, or a court order until the audit is complete, the court case is closed, or a court ordered extension of the retention period expires.
- c) Per IRS Publication 1075, retain electronic and non-electronic federal tax information logs for five years.
- d) The LCSA may send documents to central imaging or use local scanning capabilities. All documents scanned into CSE must be verified as readable.
 - i) Once the documents have been verified, those documents must be destroyed via the LCSAs' confidential destruct process.
- e) Where an LCSA opts to electronically file documents signed under penalty of perjury, the LCSA will ensure compliance with FC § 17400(b)(3) by uploading a copy of the signed document to CSE for retention for the period required by law.
- f) Where the LCSA opts to maintain the originally signed document in hard copy, per the option under Code of Civil Procedure § 1010.6(b)(2), the LCSA will maintain this original for the period required under Government Code § 68152(a)(7).

4) *Case Complaint Resolution*

- a) Ombudsperson
 - i) Have in place an Ombudsperson who is responsible for the implementation of a program which provides assistance to CPs and NCPs, employers, and the public on inquiries regarding the child support program, local complaint resolution process, and the state hearing process. The Ombudsperson shall be the liaison with the Department for all issues relating to the Ombudsperson program. The Ombudsperson

shall review complaint activity, identify systemic issues, and make recommendations to the LCSA Director for improvement of services to customers.

- ii) The Ombudsperson is the designated State Hearing Coordinator for the purpose of managing the hearing schedule, securing the hearing site, contracting, and acting as the contact person for the complainant and liaison with the State Hearing Office.

b) Complaint Resolution Program and State Hearing

Maintain a complaint resolution program and state hearing process as set forth in FC § 17800, et seq., and as specified in Title 22 CCR § 120100, et seq. The LCSA shall:

- i) Maintain the complaint resolution process and seek to resolve all complaints within 30 days, accurately track and report any complaints in the Department's Complaint Resolution Tracking System, make complaint resolution activity log entries in the CSE system, image or send to central scan complaint resolution documents, work with the Department's Office of Legal Services staff to facilitate resolution of any complaints as needed, and continue to work with customers to resolve issues regardless of whether or not the customer requested a state hearing. Follow the procedures detailed in the Complaint Resolution and State Hearing procedures located in the Statewide Procedures Manual on California Child Support Central.

5) *Litigation, Writs and Appeals, and Class Action Settlements*

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

- a) LCSA shall notify the Department via the Appellate Advisory Committee as soon as possible upon receipt of notice of an appeal in a Title IV-D case

using the Appellate Case Review process.

- b) LCSAs who wish to pursue a writ or appeal of a court's decision on a Title IV-D case, shall submit a request to the Department using the Appellate Case Review process prior to taking any appellate action. Consistent with the authority established in FC § 17304(b), a writ or appeal shall not be filed unless approved by the Department. However, this provision is not intended to prevent any action by a county counsel, or private counsel hired to act in the same capacity as a county counsel, to defend the county from any action for damages, including sanctions.
- c) The LCSA, when informed of such action being taken by the county counsel or private counsel, shall inform the Department by way of email (DCSSLegalServicesMailbox@dcss.ca.gov) when the action is related to a child support matter.
- d) Notify the Department of class actions and class action settlements where LCSAs believe statewide enforcement against such settlements may be beneficial to collect outstanding child support obligations.
 - i) Cooperate with DCSS regarding the Department's statewide management of this enforcement, unless and until the LCSA is notified that the Department will not pursue statewide enforcement.
 - ii) This section does not prohibit an LCSA from taking action to intercept potential disbursements due to individual, already-identified non-custodial parents who are plaintiffs or claimants in the class action.

B. Paternity Opportunity Program

Legal paternity can be established by the execution of a voluntary declaration of paternity. The declaration is signed in the presence of an authorized witnesses at the time of the child's birth. Witnessing agencies, which include birthing hospitals, county registrar offices, court self-help centers, social service agencies, and LCSAs, provide

information about POP, witness the completion of the declaration, and are responsible for submitting signed declarations to the DCSS. California currently has over seven-hundred and fifty (750) authorized witnessing agencies throughout the state, that participate by promoting and administering POP, in collaboration with DCSS, to provide voluntary paternity establishment services as set forth in 45 CFR § 302.31(a)(1), § 302.70(a)(5), § 303.5(g) and FC §§ 7570 – 7577.

LCSA shall establish a “POP Coordinator” as a point of contact for DCSS, maintain a written agreement with local birthing hospitals and other entities to ensure that completed Declaration of Paternity forms are submitted to DCSS within 20 days of the date the last parent signed the Declaration and pay a sum of \$10 for each Declaration that is subsequently filed by DCSS, and submit each written agreement with a birthing hospital to DCSS for upload into the Cooperative Agreement Tracking System. Each LCSA shall provide training and outreach to staff of all authorized agencies within the county, including birthing hospitals, to ensure staff are able to explain to parents their rights and responsibilities, respond to questions, witness parents’ signatures, and attend periodic POP training provided by DCSS.

C. Training

- 1) Collaborate with DCSS to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; respond to DCSS annual survey to communicate those needs.
- 2) When statewide standards have been developed, ensure that locally developed child support program related training material complies with statewide standards, federal and state policies, regulations and laws.

D. Tribal Relations

Maximize opportunities to establish and maintain effective working relationships with tribal governments.

Pursuant to Title 42 USC Chapter 7 § 654(7) and (33), and Title 45 CFR § 302.34, the
FFY 2019 State / LCSA POC

LCSA may enter into cooperative agreements with other entities, including Indian tribes or tribal organizations provided they are included in the Title IV-D state plan. LCSAs pursuing working relationships with tribal governments could include, but are not limited to, developing:

- 1) Cooperative agreements with individual Tribal TANF programs to establish procedures for referring Tribal TANF recipients to the LCSA to secure Title IV-D services and to memorialize the expectations of both the Tribal TANF program and the LCSA. This agreement must be submitted to the Department prior to enactment for approval.
- 2) Cooperative agreements with federally recognized tribes, pursuant to the Full Faith and Credit for Child Support Orders Act (FFCCSOA) which specifically applies to Indian Country (as defined by Title 18 USC § 1151), as well as States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and U.S. territories and possessions, to recognize and enforce the other's valid child support orders, i.e., orders entered with appropriate subject matter and personal jurisdiction. The FFCCSOA requires the appropriate parties of such jurisdiction to:
 - a) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.
 - b) Modify such an order only in accordance with FFCCSOA.
- 3) In addition, the LCSA shall take the following actions:
 - a) Appoint a tribal liaison to provide local expertise on tribal matters and serve as a single point of contact for tribes, tribal organizations, and Tribal IV-D programs; and participate in all activities convened by the Department's tribal liaison related to tribal issues.
 - b) Initiate and appear at court proceedings under California Rule of Court, Rule 5.372 at the request of the Department.

- c) Provide notice to the Tribal IV-D program operating under Title 45 CFR § 309.65(a) in California.
- d) File a motion with the court that shows the manner in which the intent to request case transfer was made in accordance with FC § 17212 and which states whether any party provided with notice objected, the identity of the party objecting, and the reason indicated for the objection.
- e) Conduct itself in accordance with FC § 17406 which includes providing the court with authorities to secure information concerning tribal laws and the legal effect of tribal judgments or orders under FC § 5700.317.
- f) Provide assistance, upon request, with case account and unreimbursed assistance pool audits as needed.
- g) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.
- h) Modify such a child support order only in accordance with FFCCSOA.
- i) Provide the full range of services available under the Title IV-D plan in responding to intergovernmental cases under Title 45 CFR § 302.36, to any comprehensive Tribal IV-D programs operating under Title 45 CFR § 309.65(a).

E. Audits

1) Data Reliability

- a) Maintain complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.
- b) Take all steps necessary to ensure the accuracy of all data, including data

entered into CSE; follow policy and system documentation to ensure data is entered correctly and maintain compliance with federal and state data reliability standards. The implementation of required corrective actions is included in these steps.

- c) To ensure the maintenance of complete and reliable data is in accordance with the standards set forth by the federal incentive funding system, conduct quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives.
- d) Participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:
 - i) Validation of data in cases that are part of the sample selected by the federal auditors;
 - ii) Submission of any related questions to the Department;
 - iii) Attending conference calls to discuss questions;
 - iv) Assemble and provide any hardcopy case documentation required, and image such documents to ensure availability of documents in CSE;
 - v) Working with the Department to address and resolve issues with problem cases; and
 - vi) Working with the Department to address and resolve any case variances as identified by the federal auditors.
- e) Provide, when requested, the number of full-time equivalent staff including part-time and contracted staff each month.

2) Administrative Expense Claim Schedule and Certification CS 356 Claim Audits

- a) Monitor the fiscal administration and program performance to ensure

compliance with all related laws, regulations and policy in administering the child support program, including the adequate safeguard of program assets.

- b) Implement an effective system of internal controls.
- c) Ensure proper reporting of claimed costs on the Administrative Expense Claim Schedule and Certification (CS356).
- d) Gather and provide the auditor access to all records and documents to support fiscal and administrative compliance.
- e) Coordinate and provide staff for interviews, conference calls, entrance conferences, and exit conferences.
- f) Provide a written response to reported audit findings (if any).
- g) Develop a plan of action and provide documentation that demonstrates corrective action of findings was taken within 6 months following the issuance of the final report (as needed).

3) *Other Audits*

Allow federal and state auditors to conduct required audits to assess completeness, accuracy, reliability, and security of data used in calculating the performance indicators. This includes, but is not limited to, the following:

- a) Department of Finance, Bureau of State Audits, California Department of Child Support Services and contract auditors as prescribed by the Department access to all requested information in order to conduct audits/review including, but not limited to, data reliability audits, administrative and expenditure claims audits, and IRS Safeguard reviews.
- b) Provide necessary case records to independent auditors. Recipients and sub-recipients are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 2 CFR Part 200, Subpart F – Audit

Requirement Sections 200.500 – 200.521. In addition, each sub-recipient shall permit independent auditors to have access to the records and financial statements.

F. Compliance and Monitoring

Pursuant to 45 CFR §§ 303 and 308 LCSA will respond to inquiries by the Department in regard to the Annual Federal Self-Assessment Review findings and develop and submit a corrective action plan to DCSS for approval if the LCSA is deemed to be out of compliance.

Pursuant to FC Division 17, Chapters 1 and 2, and Title 22 CCR Division 13, LCSA will respond to inquiries by DCSS regarding the programmatic areas determined in need of compliance reviews and develop and submit an improvement strategy to DCSS for approval if the LCSA is deemed to be out of compliance.

G. Outreach

- 1) Per 45 CFR § 302.30 and FC § 17210, conduct outreach programs to inform the public of the availability of Title IV-D services.
- 2) Collaborate with the Department to make Title IV-D outreach materials available to the public.

H. Program Performance

1) Performance Management Plan

Implement a performance management plan, under the direction of the Department.

- a) Align tactics with the Department's Strategic Plan and annual goals.
- b) Focus on enhancing the delivery of program services and improved performance.
- c) Provide quarterly updates to the Department on the progress of the plan.

2) Corrective Action

Develop and implement a corrective action plan, as required by the Department and/or the federal government, for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies as may be required by the Department pursuant to FC § 17602.

I. Fiscal Administration

LCSAs shall effectively manage their budget and ensure expenditures adhere to federal, state, and local guidelines throughout the year to remain within their total Administrative and Electronic Data Processing allocations. LCSAs shall perform fiscal activities and submit complete and accurate financial and statistical information in accordance with federal and state laws, regulations, the LCSA Fiscal Administrative Manual, and other department directives, e.g., CSS/CSSP letters: 08-15, Genetic Testing Fee Recovery; 14-10, Request to Perform Non-Title IV-D Activities; 17-04 Equipment Management and Disposition Policy; 17-06, Child Support Administrative Claiming and Financial Policies; 18-05 LCSA Purchase Request Process, and LCSA/CSSI letters: 02-36, Interest Earned on Child Support; 05-09, Agreed-Upon Procedures for Audits; 05-23, Revisions to 356 for Admin and EDP Claiming; 08-10, Revisions to 356 Claiming Fees; 08-11, E-Oscar; 09-06, Allowable Costs; 09-10, Revisions to 356 – Early Intervention; 10-08, Clarification of Prepaid Expense; 12-07, Clarification of Acquisition and Unit Cost; and 14-14, Cooperative Agreement Tracking System.

J. Information Security and Privacy Protection

Establish, implement, and enforce information security protocols consistent with the Department Information Security Manual, IRS Publication 1075 and other relevant FFY 2019 State / LCSA POC

information security authority such as state and federal law or recognized national standards.

- 1) Implement policies and procedures consistent with the Information Security Manual to ensure child support customer information is secure and protected from intentional and unintentional misuse or exposure. Controls include but are not limited to:

- a) Limit access, use or disclosure of confidential child support information to purposes described in IRS Code 6103(p)(4), 6103 (l)(6), 6103 (l)(8), 6103 (l)(10), Title 42 USC § 653a (f), (g) and (h); Title 45 CFR § 302.35, § 307.10, § 307.11, § 307.13, and FC § 17212, and SAM § 5300. Maintain and disseminate Information Security policies and standards consistent with 5 USC § 552a, 42 USC § 654(26), 45 CFR § 95.621, 45 CFR § 302.85, 45 CFR § 303.21, 45 CFR § 305.60, IRS Publication 1075, NIST 800-53 rev. 4, CA Civil Code § 1798.29, SAM § 5300, and Payment Card Industry Data Security Standard version 3.0.
- b) Include safeguarding language in any agreement or contract defining access, user disclosure, and disposal of confidential child support information by third party organizations. Sample safeguarding language is available on the Information Security site on California Child Support Central.
- c) Ensure personally identifying information is not subject to public disclosure.
- d) Comply with the confidentiality provisions of FC § 17212 (Ensuring the Confidentiality of Support Enforcement Records), and Title 22 CCR §§ 111430-111440.
- e) Comply with provisions of IRS Publication 1075 to restrict disclosure of federal tax information.

- 2) Ensure access to information from the following sources, including, but not
- FFY 2019 State / LCSA POC

limited to the IRS, OCSE, Social Security Administration, Department of Motor Vehicles, Medi-Cal Eligibility Data System, Title IV-A and Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services attached hereto as Attachment A.

LCSA must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4 - "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social Security Administration" (Technical Systems Security Requirements). These sensitive documents are available on the Information Security site on California Child Support Central.

- 3) Maintain Business Continuity Plans to ensure appropriate level of service continuity. Business Continuity Plans shall be updated annually and submitted to the Department upon request.
- 4) All LCSA employees are required to successfully complete the online Department Security Awareness Training Program prior to being granted access to any child support information assets. Annually thereafter, the online training program must be completed to ensure compliance to departmental security awareness management requirements.
 - a) The LCSA will ensure all contractors/vendors successfully complete at initial

contract hire and annually thereafter the Department Contractor/Vendor Security Awareness Training provided by the Department's Information Security Office.

- b) The LCSA is responsible for keeping an annual record of the contractor/vendors confidentiality statement, or upon new hire.
- 5) Comply with information security incident management in accordance with the requirements listed in the Incident Response Policy and cooperate with the Department to effectively respond and mitigate all incidents.
- 6) Notify the Department Information Security Office prior to developing any hardware or software, including applications, tools or macros, that would interface with Department systems or use or manipulate child support data, including those that would download, extract and/or store that data.
- 7) Immediately report any suspected or known security or privacy related issues to the Department's Information Security Office.

K. Information Technology

1) IT Policies and Procedures

Comply with Information Technology policies and procedures in compliance with the Code of Federal Regulations, Title 45, the SAM §§ 4800-5900, IRS Publication 1075, the State Information Management Manual, and the LCSA Fiscal Administrative Manual.

Submit complete and accurate information to the Department for IT services as required by Departmental, state and federal laws, regulations, and policies.

2) IT Procurements

- a) Comply with the Department IT Procurement processes which are regulated per state policies and procedures.

- b) Obtain prior Departmental approval for IT Procurements as identified in the Fiscal Administrative Manual.

3) *IT Asset Management*

Comply with Departmental, state and federal laws, regulations, policies, and LCSA Fiscal Administrative Manual to ensure effective tracking and management of state-owned IT assets for the child support program.

- a) Submit a notification when moving state-owned IT assets. The notification shall be submitted to the Department a minimum of 60 days prior to the anticipated date of physical relocation of the state-owned IT assets. A move is defined as a relocation of an asset to a different physical building address in the same county and the exchange of state-owned IT assets with other LCSAs.
- b) Submit a list of state-owned IT assets to be surveyed for disposal. The list shall be submitted to the Department within a minimum of 30 days for approval/denial and handling instructions.
- c) Comply with the OCSE Security Agreement in that State-owned equipment has the appropriate software with the latest updates to protect against attacks, including, at a minimum, current antivirus software and up-to-date system patches and other software patches.

4) *Systems Development*

- a) Obtain approval from the Department through the DCSS IT Governance Process prior to the development of software, automation processes, and other technology related systems to support the child support program utilizing Child Support Program data.
- b) Comply with Departmental, state and federal laws, regulations, policies and instructions for system development activities per SAM § 4800, IRS 1075

Publication, and the OCSE Security Agreement.

L. Grants

1) Federal Grants

Section 1115(a) of the Social Security Act provides the OCSE with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

- a) LCSA may submit a conceptual proposal to the Department.
- b) If the state is awarded a grant by OCSE, the LCSA, as the demonstration site, will ensure milestones and projects are on track through completion of the grant.
- c) Communicate with the Department on all grant activities.
- d) Prepare all periodic and end-of-project performance and financial grant reports and,
- e) Submit all grant reports to the Department for review, approval, and submission to OCSE.

2) Other Grants

Other grants, whether federal, state, or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

- a) LCSA will consult with DCSS in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the

designated Institutional Review Board on behalf of all departments under the California Health and Human Services Agency.

- b) If determined necessary, the LCSA will consult with DCSS in completing the Institutional Review Board request application.
- c) If the Institutional Review Board request application is approved, LCSA will consult with DCSS to ensure all monitoring and reporting requirements are met.

M. Civil Rights

Adhere to, administer and operate the Title IV-D program in accordance with the provisions of the Title VI and Title VII of the Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act; the Americans with Disabilities Act of 1990 and 2008 Amendment; the Rehabilitation Act of 1973, § 504 and § 508; the California Department of General Services, Office of the State Architect, Title 24 CCR and Title 28 CFR Part 35, and appendix A of Title 28 CFR Part 36; the Dymally-Alatorre Bilingual Services Act and all other applicable federal and state laws, regulations, policies and directives prohibiting discrimination on the basis of age, sex, race, color, religion, ancestry, national origin, disability, medical condition, denial of family and medical care leave, genetic information, marital status, military and veteran status, or sexual orientation.

N. Non-Compliance

- 1) If the LCSA fails to meet the terms and conditions of this POC, and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.
- 2) Any program compliance issue that cannot be resolved through the informal resolution process, may be escalated to the formal process outlined in FC § 17604.

- 3) If the LCSA is subject to the formal non-compliance process in FC § 17604 and chooses to request reconsideration from the Director of the Department or his/her designee, the LCSA will submit a justification for not meeting a requirement in this agreement. This assumes new or additional information, not previously available to either the LCSA or to the Department, has come to light and could substantially alter the position of the state and, subsequently, the outcome for the LCSA. The justification must be submitted within 30 working days from the date the Department's notification letter to the LCSA is postmarked.

SECTION VI: ADDITIONAL PROVISIONS

A. Certification of Contractor(s)

Certify, by signing this POC, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable. And that a contractor providing Title IV-D services must certify by signing an agreement that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency. Where the prospective contractor, as the recipient of federal funds, is unable to certify to any of the statements in the certification, such contractor must attach an explanation to their proposal. If the LCSA is unable to certify any of these statements, it must attach an explanation to that effect to the POC at the time of signing.

B. Certification of Lobbying

- 1) Certify by signing this POC, that no federal appropriated funds will be paid by, or on behalf of, the LCSA, to 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 the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 2) Include language of this certification in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients 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 Title 31 USC § 1352. 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.

- 3) Allow for inspection, review, and/or audit by authorized federal, state, regional, and county officials all Title IV-D records maintained pursuant to this POC.

C. State and Federal Law Conflicts

To the extent that any provision of this POC or portion thereof is in conflict with any federal laws and/or state laws, and/or implementing federal regulations and/or state regulations, the laws and/or implementing regulations supersede such provision or portion thereof.

D. Severability

If any provision of this POC or any portion is adjudged to be invalid by a court of competent jurisdiction, or if any provision of this POC or a portion loses its force or effect as a result of legislative action, that judgment or action does not affect the remainder of the provisions of this POC.

SECTION VII: TERM AND APPROVAL

Effective Date: October 1, 2018

Expiration Date: September 30, 2019

This POC shall be one year in duration, commencing at the start of the federal fiscal year, and shall be subject to renewal or amendment as necessary to reflect new or revised state and federal laws, regulations, and requirements.

This POC shall be signed by the Director of the LCSA and returned to the Department by the commencement of the new effective federal fiscal year. Failure to sign and return this POC may result in the withholding of part or all of the federal and state funds including incentive funds, or other compliance actions authorized by federal or state law, regulation, or policy.

This POC may be amended by a written agreement of both parties if required by changes in policies or directives that may occur during the term of this POC. The Department will communicate with the LCSA regarding any and all obligations under this POC and will, as needed, meet with the LCSA on issues or concerns about program responsibility, operations, or performance.

Failure of the parties to amend or renew the POC to reflect new or revised federal and state laws, regulations, policies, and directives does not relieve the LCSA of the responsibility to act in accordance with those laws, regulations, and requirements.

Dated: _____

Dated: _____

, Director
Department of Child Support Services

David Kilgore, Director
California Department of Child Support
Service

EXHIBIT F
MEDI-CAL PRIVACY AND SECURITY AGREEMENT BETWEEN
the Department of Health Care Services and the
Department of Child Support Services

PREAMBLE

The Department of Health Care Services (DHCS) and the Department of Child Support Services (DCSS) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

California Family Code §17202 designates DCSS as the single organizational unit responsible for administering the child support enforcement program under Title IV-D of the Social Security Act. Child support enforcement program functions can be performed by other agencies as required by law, by delegation of DCSS, or by cooperative agreements. Pursuant to 45 Code of Federal Regulations (CFR) 303.21 the federal confidentiality requirements applicable to DCSS are also applicable to any other local agency or official to whom the IV-D agency delegates its functions. DCSS ensures compliance by the local child support agencies (LCSAs) with all data security requirements applicable to information received for the administration of the child support enforcement program through an individual cooperative agreement (Plan of Cooperation) entered into between DCSS and the LCSAs.

This Agreement is entered into to provide the LCSAs access to information within the Medi-Cal Eligibility Data Systems (MEDS) to be used solely for the purpose of obtaining information for the administration of the child support enforcement program.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. "Assist in the administration of the child support enforcement program" means performing administrative functions on behalf of the child support enforcement program, such as obtaining information on custodial and non-custodial parents as stated in the California Family Code §17505, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.

"Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any term referring to situations where access or access Medi-Cal PII electronic, paper, verbal, or recorded.

2. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing any functions for the LCSA that require access to and/or use of Medi-Cal PII and that are authorized by the LCSA to access and use Medi-Cal PII.
3. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in

conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files; such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.

4. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the LCSA, or a contractor, subcontractor or vendor of the LCSA.
5. "Secure Areas" means any area where:
 - a. County Workers assist in the administration of Medi-Cal;
 - b. County Workers use or disclose Medi-Cal PII; or
 - c. Medi-Cal PII is stored in paper or electronic format.

AGREEMENTS

NOW THEREFORE, DHCS and DCSS mutually agree as follows:

DCSS shall ensure compliance with the following terms and conditions by the LCSAs through the Plan of Cooperation it enters into with each LCSA.

I. PRIVACY AND CONFIDENTIALITY

- A. The LCSA workers covered by this Agreement (County Workers) may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of the child support enforcement program in accordance with Title IV-D of the Social Security Act, 45 CFR 301 et. seq. and California Family Code §17000 et. seq., or as required by law. Disclosures, which are required by law, such as a court order, or are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to perform administrative functions related to administration of the child support enforcement program.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of the child support enforcement program.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The LCSA shall advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the LCSA shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
- 1) Provide initial privacy and security awareness training to each new County Worker within 30 days of employment and;
 - 2) Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
 - 3) Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;
 - 4) Retain training records for a period of three years after completion of the training.
- B. **Employee Discipline.**
- 1) Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
 - 2) Sanction policies and procedures shall include termination of employment when appropriate.
- C. **Confidentiality Statement.** Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years.

The statement shall include at a minimum:

- 1) General Use;
- 2) Security and Privacy Safeguards;
- 3) Unacceptable Use; and

4) Enforcement Policies.

D. Background Screening.

- 1) Conduct a background screening of a County Worker before they may access Medi-Cal PII.
- 2) The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.
- 3) The LCSA shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the LCSA shall perform the following:

- A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.
- B. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the child support enforcement program, and the use or disclosure of Medi-Cal PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The LCSA shall:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The LCSA shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The LCSA

shall safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, shall:

- A. Secure all areas of the LCSA facilities where County Workers assist in the administration of child support enforcement program and use, disclose, or store Medi-Cal PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - 1) Properly coded key cards
 - 2) Authorized door keys
 - 3) Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.
- E. Ensure each physical location, where Medi-Cal PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the LCSA facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area must be escorted at all times by authorized County Workers.
- H. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are LCSA and non-LCSA functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The LCSA shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. An LCSA that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

- J. The LCSA shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process Medi-Cal PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use an anti-virus software solution. Anti-virus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
- 1) All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary.
 - 2) There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

- 3) At a maximum, all applicable patches deemed as critical must be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within seven days.
- 4) Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. *User IDs and Password Controls.*

- 1) All users must be issued a unique user name for accessing Medi-Cal PII.
- 2) Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee, at maximum within 24 hours.
- 3) Passwords are not to be shared.
- 4) Passwords must be at least eight characters.
- 5) Passwords must be a non-dictionary word.
- 6) Passwords must not be stored in readable format on the computer or server.
- 7) Passwords must be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less.
- 8) Passwords must be changed if revealed or compromised.
- 9) Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a) Upper case letters (A-Z)
 - b) Lower case letters (a-z)
 - c) Arabic numerals (0-9)
 - d) Special characters

- H. *User Access.*** In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to Social Security Administration (SSA) data, Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

- I. **Data Destruction.** When no longer needed, all Medi-Cal PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** The systems providing access to Medi-Cal PII must display a warning banner stating, at a minimum:
 - 1) Data is confidential;
 - 2) Systems are logged;
 - 3) System use is for business purposes only, by authorized users; and
 - 4) Users shall log off the system immediately if they do not agree with these requirements.
- L. **System Logging.**
 - 1) The systems which provide access to Medi-Cal PII must maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal PII.
 - 2) The audit trail shall:
 - a) Be date and time stamped;
 - b) Log both successful and failed accesses;
 - c) Be read-access only; and
 - d) Be restricted to authorized users.
 - 3) If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
 - 4) Audit trail data shall be archived for at least three years from the occurrence.
- M. **Access Controls.** The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

N. *Transmission Encryption.*

- 1) All data transmissions of Medi-Cal PII outside of a secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128 bit or higher, such as AES or TLS. It is encouraged, when available and when feasible, that 256-bit encryption be used.
- 2) Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted.
- 3) This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and email.

O. *Intrusion Prevention.* All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

VII. AUDIT CONTROLS

A. *System Security Review.*

- 1) The LCSA must ensure audit control mechanisms are in place.
- 2) All systems processing and/or storing Medi-Cal PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
- 3) Reviews should include vulnerability scanning tools.

B. *Log Reviews.* All systems processing and/or storing Medi-Cal PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. *Change Control.* All systems processing and/or storing Medi-Cal PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. *Anomalies.* When the LCSA or DHCS suspects MEDS usage anomalies, the LCSA shall work with DCSS and DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DCSS and DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. **Emergency Mode Operation Plan.** The LCSA must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. **Data Backup Plan.**
- 1) The LCSA shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII
 - 2) The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3) The procedures shall include storing backups offsite.
 - 4) The procedures shall ensure an inventory of backup media. It is recommended that the LCSA periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. **Supervision of Data.** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. **Data in Vehicles.** The LCSA shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A LCSA that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

C. **Public Modes of Transportation.** Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

D. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.

E. **Confidential Destruction.** Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. **Removal of Data.** Medi-Cal PII must not be removed from the premises of County Department except for justifiable business purposes.

G. **Faxing.**

- 1) Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
- 2) Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
- 3) Fax numbers shall be verified with the intended recipient before sending the fax.

H. **Mailing.**

- 1) Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
- 2) Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. **NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this Agreement, the DCSS and LCSA shall implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

A. **Initial Notice to DHCS:**

Immediately upon discovery of a suspected security incident that involves data provided to DHCS by the SSA, the LCSA shall notify DCSS and DHCS by email or telephone. If DCSS receives notification of a breach or security incident from the LCSA involving data provided to DHCS by the SSA, DCSS shall also immediately notify DHCS by e-mail or telephone.

Within one working day of discovery, the LCSA shall notify DCSS and DHCS by email or telephone of unsecured PHI or PI, if that PHI or PI was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If DCSS receives such notice from the LCSA, DCSS shall immediately and no later than within one working day of its receipt of the LCSA's notice notify DHCS of the security incident. Notice shall be made using the "DHCS Privacy Incident Report" (PIR) form, including all information known at the time. The LCSA and/or DCSS shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, select "Privacy & HIPAA" and then "County Use") or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.

Initial, Investigation, and Completed PIRs are submitted to the DHCS Privacy Office and the DHCS Information Security Office.

A breach shall be treated as discovered by the LCSA as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the LCSA. Notice shall be provided to the DHCS Privacy Office and the DHCS Information Security Office as well as the DCSS Information Security Office.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the LCSA and DCSS shall take:

- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. Investigation and Investigative Report. The LCSA shall immediately investigate breaches and security incidents involving Medi-Cal PII, and, if the initial PIR did not include all of the information marked with an asterisk, or if new or updated information is available, submit an updated PIR **within 72 hours of the discovery**. The updated PIR shall include all of the information marked with an asterisk, and all other applicable information listed on the form, to the extent known at that time.

C. Complete Report. If all of the required information was not included in either the initial report, or the investigation report, then a separate complete report must be submitted **within ten working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA

regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the PIR, the LCSA shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the Completed Report is submitted, by submitting the revised or additional information on an updated PIR. DHCS will review and approve or disapprove the determination of whether a breach occurred, and if individual notifications and corrective action plans are required.

- D. **Notification of Individuals.** When applicable state or federal law requires DHCS to notify individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the following provisions apply: If the cause of the breach is attributable to the LCSA or its subcontractors, agents or vendors, the LCSA shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval must be obtained before notifications are made. DHCS may elect to assign responsibility for such notification to the LCSA. In the event DHCS assigns notification responsibility to the LCSA, DHCS shall provide the LCSA with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications. If there is any question as to whether DHCS or the LCSA is responsible for the breach, DHCS and the LCSA shall jointly determine responsibility for purposes of allocating the costs of such notices.
- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach of Medi-Cal PII is attributable to the LCSA or its agents, subcontractors or vendors, the LCSA is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the LCSA shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. **DHCS and DCSS Contact Information.** To direct communications to the above referenced DCSS and DHCS staff, the LCSA shall initiate contact as indicated herein. DCSS and DHCS reserve the right to make changes to the

contact information below by giving written notice to the LCSA. Said changes shall not require an amendment to this Agreement to which it is incorporated.

DHCS Privacy Office	DHCS Information Security Office	DCSS Information Security Office
DHCS Privacy Office c/o: Office of HIPAA Compliance MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 or (866) 866-0602	DHCS Information Security Office MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874	DCSS Information Security Office P.O. Box 419064 Rancho Cordova, CA 95741-9064 Email: info.security@dcss.ca.gov Telephone: (916) 464-5045

XI. COMPLIANCE WITH SSA AGREEMENT

The LCSA shall comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DCSS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated in to this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the LCSA are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to DCSS as well as the DHCS proposed target date for compliance. For a period of 30 days, DHCS will accept input from DCSS on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the

proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the DCSS and the LCSAs, along with the compliance date expected by SSA. If an LCSA is not able to meet the SSA compliance date, it must submit Corrective Action Plan (CAP) to DHCS for review and approval at least 30 days prior to the SSA compliance date.

XIII. LCSA'S AGENTS AND SUBCONTRACTORS

The LCSA shall enter into written agreements with any agents, including subcontractors and vendors, to whom LCSA provides Medi-Cal PII received from or created or received by LCSA in performing functions or activities related to the administration of the child support enforcement program that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to the LCSA with respect to Medi-Cal PII, including restrictions on disclosure of Medi-Cal PII and the use of appropriate administrative, physical, and technical safeguards to protect such Medi-Cal PII. The LCSA shall incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the LCSA.

XIV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the LCSA shall allow DHCS and/or DCSS to inspect the facilities, systems, books, and records of the LCSA, with reasonable notice from DHCS and/or DCSS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. The LCSA agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Office, DHCS Information Security Office and DCSS Information Security Office in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

If assessments and reviews are performed by DCSS, DCSS agrees to use the review questionnaire to be provided by DHCS.

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the LCSA of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the DCSS and LCSA shall make all reasonable effort to make itself and County Workers assisting in the administration of the child support program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the LCSA at no cost to

DCSS and the LCSA to testify as witnesses, in the event of litigation or administrative proceedings involving DCSS or the LCSA based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XVI. AMENDMENT OF AGREEMENT

DHCS and DCSS acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, DCSS agrees to promptly enter into negotiations concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. DHCS may terminate this Agreement upon thirty (30) days written notice if DCSS does not promptly enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVII. TERMINATION

This Agreement shall terminate on September 30, 2019, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; DCSS requests for an extension must be justified to and accepted by DHCS and limited to no more than a three-month extension. Such an extension may, upon DCSS request and DHCS approval, be renewed for one additional three-month period. Regardless of the extension status, all provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the LCSA's possession shall continue in effect beyond the termination of the Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVIII. TERMINATION FOR CAUSE

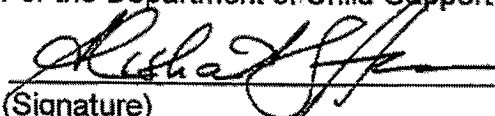
Upon DHCS' knowledge of a material breach or violation of this Agreement by the LCSA, DHCS may provide an opportunity for the LCSA to cure the breach or end the violation and may terminate this Agreement if the LCSA does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the LCSA has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the LCSA must destroy all PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is destroyed and DHCS receives a certificate of destruction.

XIX. SIGNATORIES

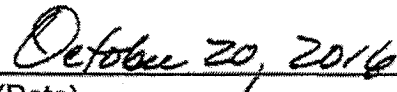
The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on the day the final signature is obtained.

For the Department of Child Support Services,



(Signature)



(Date)


Alisha Griffin, Director

(Name)

Director

(Title)

For the Department of Health Care Services,



(Signature)

10/26/16

(Date)

Jennifer Kent

(Name)

Director

(Title)

Exhibit A

Computer Matching and Privacy Protection Act Agreement (CMPPAA) between SSA and CHHS, and Information Exchange Agreement (IEA) between SSA and DCSS with Attachment "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with SSA (Technical Systems Security Requirements (TSSR v. 7.0))." These are sensitive documents that are provided separately to the DCSS's privacy and security officer. DCSS will provide a copy of the Exhibit A to each LCSA information security officer to ensure LCSA's compliance with the terms and conditions therein.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Child Support Services – Barbi Brokhoff

SUBJECT: AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND KINGS COUNTY PUBLIC WORKS

SUMMARY:

Overview:

The Kings County Department of Child Support Services is requesting an amendment to the Memorandum of Understanding (MOU) No. 18-059 with Kings County Public Works, modifying the original budgeted amount to account for increased fuel usage.

Recommendation:

1. Authorize the Chairman to sign the amended Memorandum of Understanding between Child Support Services and the Public Works Department; and
2. Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer Form. (4/5 vote required)

Fiscal Impact:

The Department of Child Support Services is completely funded through Intergovernmental revenue reimbursement with 34% coming from the State and 66% from the Federal government. As a result, there will be no impact to the General Fund with this action. The service cost will be paid from Budget Unit 326000. Funds in the amount of \$4,300 will be transferred from Account 82230000 (Utilities) to Account 82229000 (Motor Pool).

BACKGROUND:

The MOU with Public Works Department, approved by this Board in June 2018 via Kings County Agreement 18-059, was established to provide a written agreement between the Kings County Department of Child Support Services and Public Works to ensure that all agency vehicles are scheduled for services and repairs according to
(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

AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND KINGS COUNTY PUBLIC WORKS

March 26, 2019

Page 2 of 2

established maintenance schedules. Child Support hired an in-house process server who averages 2,000 miles per month in the agency vehicle. This board action will ensure sufficient funds are in the appropriate account to pay for fuel used by this department.

The amended MOU between the Kings County Department of Child Support Services and Kings County Public Works Department will be effective March 26, 2019.

Staff respectfully requests that your Board approve the MOU, and authorize that it be signed by the Chairman.

The MOU has been reviewed and approved by County Counsel as to form.

**FIRST AMENDMENT TO MOU BETWEEN
KINGS COUNTY PUBLIC WORKS AND
KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES**

This first amendment to that MOU effective July 1, 2018, (“Amendment I”) is made on the 26th day of March, 2019, by and between the Kings County Public Works (“Public Works”) and Kings County Department of Child Support Services referred to Local Child Support Agency (“LCSA”) upon the following terms and conditions:

RECITALS

WHEREAS, the Public Works and LCSA entered into that MOU effective July 1, 2018, for janitorial and motor pool services; and

WHEREAS, the parties intend to modify this MOU to reflect changes in Paragraph 2.A. regarding motor pool services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2.A. shall be amended as follows:

PARAGRAPH 2: LCSA agrees to:

- A. Provide payment to Public Works for these services limited to the maximum FY 18/19 budgeted amounts of:
 1. **\$ 9,000.00** for motor pool/fleet services.
 2. **\$20,000.00** for janitorial cleaning and supplies.

These figures are based on the forecast provided by Public Works and are subject to change in the event of unexpected rate increases by Public Works. These figures are also contingent upon LCSA’s funding sources and need for services.

2. The recitals are an integral part of this Amendment and are incorporated herein.
3. All other terms and conditions of the MOU shall remain in full force and effect.

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///

IN WITNESS WHEREOF, the Parties have caused this Amendment I to MOU to be executed on the day and year as provided above.

LCSA

Public Works

By: Barbi Brokhoff
Barbi Brokhoff, Director

By: _____
Kevin McAlister, Director

County

Attest

By: _____
Joe Neves, Chairman
Kings County Board of Supervisors

Catherine Venturella, Clerk

APPROVED AS TO FORM:
David A Prentice, Interim County Counsel

By: _____
Juliana F Gmur, Assistant County Counsel

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
Child Support Serv Agency	Child Support Serv Agency	Utilities	1800	326000	82230000	4,300
TOTAL						4,300

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
Child Support Serv Agency	Child Support Serv Agency	Motor Pool	1800	326000	82229000	4,300
TOTAL						4,300

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Adjust Motor Pool budgeted amount to reflect associated fuel costs for our in-house process server.

Auditor Approval _____ Department Head Barbara Brockhoff

CAO Approval _____ Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Library – Natalie R. Rencher

SUBJECT: LIBRARY FINE FORGIVENESS WEEK AND FOOD FOR FINES WEEK

SUMMARY:

Overview:

Library Fine Forgiveness is an opportunity for the Kings County Library to reconnect with the community, and requests to waive fees during National Library Week, April 7-13, 2019 and Food For Fines Week, November 3-9, 2019.

Recommendation:

1. Approve the Library Fine Forgiveness Week during the National Library Week, April 7-13, 2019 and Food For Fines Week, November 3-9, 2019; and
2. Authorize the Library to waive fees on overdue fines for library materials and lost library cards.

Fiscal Impact:

Average monthly revenue received for fines and fees, which includes overdue fines and lost library cards, is \$2,500. The estimated amount that will be waived for both weeks based on fines waived during the 2018 Fine Forgiveness Week is \$4,000.

BACKGROUND:

Librarians know that when times are tough, patrons need to use the public library more than ever. An outstanding balance of overdue fines can be a barrier to library use by those who need it the most. For some patrons, the \$5 or \$10 required to restore library access could be all they have left in their bank accounts, and asking for fine forgiveness can be embarrassing.

(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

LIBRARY FINE FORGIVENESS WEEK AND FOOD FOR FINES WEEK

March 26, 2019

Page 2 of 2

In 2018, fines waived during Fine Forgiveness Week were items returned in the book drop, at the circulation desk, and existing fines on patron's accounts where library materials were already returned. Fine Forgiveness is an opportunity for residents to reconnect with the library. The program allows the library to recover materials and gives patrons with overdue items, a clear record. 94 patrons received replacement library cards.

This year, the library is also requesting to offer a Food for Fines Week. The Library will partner with Episcopal Church of the Savior Soup Kitchen. The Food For Fines program encourages library patrons to return overdue library materials, and pay off accrued library fines by donating food to those in need. One can of food will waive \$1 in fines up to \$25. Two cans of food will waive the \$2 fee to replace a library card. Food donations will not be applied towards lost and/or damaged library items or collection agency fees – only fines.

The program aligns with the library's commitment to eliminating barriers to service and providing basic access for all Kings County residents, especially those most in need of library services. Fees will not be waived from library jurisdictions, such as Tulare, Fresno, or Kern. Fines paid before Fine Forgiveness Week or Food for Fines Week will not receive a monetary refund. Library accounts that are in collections will not be waived.

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. It is time to celebrate the contributions of our nation's libraries and librarians, to promote library use and support. All types of libraries – school, public, academic and special – participate.

The Kings County Library is requesting Board of Supervisors' approval to waive fees on overdue fines for library materials and lost library cards during National Library Week, April 7-13, 2019 and Food For Fines Week, November 3-9, 2019.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: CLAIM FOR DAMAGES FOR BOREALIS LLC

SUMMARY:

Overview:

Claim for Damages are received by the Board of Supervisors and reviewed by the Risk Manager, as well as County Counsel. Their recommendation is brought before your Board for your consideration.

Recommendation:

Deny the Claim for Damages filed by Michael Cindrach on behalf of his client, Borealis LLC.

Fiscal Impact:

None with this action.

BACKGROUND:

On March 5, 2019, a claim for damages was filed by Michael Cindrach on behalf of his client, Borealis LLC, claiming that the Kings County Sheriff Department was responsible for the seizure of 65 pounds of industrial hemp flour (which was tested by the Sheriff's Department and found to be positive for marijuana), causing the claimant losses in excess of \$500,000. After investigation of the claim, County Counsel's office finds that the County is not liable for any damages. Pursuant to Government Code section 912.6, staff recommends your Board find that the Claim is without merit and deny the Claim.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Kyria Martinez

SUBJECT: FIRST AMENDMENT BETWEEN VANIR CONSTRUCTION MANAGEMENT INCORPORATED AND KINGS COUNTY FOR THE SB 1022 JAIL PHASE III PROJECT

SUMMARY:

Overview:

On May 13, 2014, the County entered into an agreement with Vanir Construction Management, Inc. (Vanir) to provide project and construction management services to Kings County for the Kings County Senate Bill (SB)1022 Jail Expansion Phase III project. The project is nearing the end and an extension of the agreement term is needed in order to perform actions related to the final close out the project.

Recommendation:

Authorize the Chairman to sign the First Amendment to Agreement 14-048 between the County of Kings and Vanir Construction Management Incorporated.

Fiscal Impact:

There is no fiscal impact with this action as the only item being changed is the term of the agreement. This agreement remains the same with a total cost of \$868,405. The State has already been providing reimbursements on the project, and those reimbursements will eventually total \$19,059,446.

BACKGROUND:

On July 23, 2013, the Board of Community Corrections (BSCC) issued a Request for Proposals for the design and construction of a local jail facility also known as the SB 1022 program. On October 22, 2013, your Board approved the application documents, and the proposal was submitted to the BSCC on October 24, 2013. BSCC approved to conditionally award Kings County with \$20 million for the project on January 16, 2014.

(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

FIRST AMENDMENT WITH VANIR CONSTRUCTION MANAGEMENT INCORPORATED AND KINGS COUNTY FOR THE SB 1022 JAIL PHASE III PROJECT

March 26, 2019

Page 2 of 2

On May 13, 2014, the County entered into agreement with Vanir to provide project and construction management services to Kings County for the Kings County SB 1022 Jail Expansion Phase III project.

The agreement provides the County assistance with that approval process, as well as services related to the pre-design, design, construction bids and award, construction, and Building Information Modeling phases of the expansion of the County's jail project.

The agreement was effective May 13, 2014 and ended on May 31, 2018. During the construction period, the County determined that it would be prudent to add additional concrete behind the warehouse of the newly completed facility. The need for this concrete work was not anticipated during the design phase and due to the extension of the construction work the overall project was extended into February of 2019.

The current Vanir agreement is expired and needs to be renewed for the closeout of the project. The proposed amendment extends the agreement until September of 2019.

The amendment has been reviewed by County Counsel as to form.

Agreement No. 14-048.1

FIRST AMENDMENT TO AGREEMENT NO. 14-048, BETWEEN THE COUNTY OF KINGS AND VANIR CONSTRUCTION MANAGEMENT, INC. FOR THE PROVISION OF CONSTRUCTION MANAGEMENT AND OTHER SERVICES RELATING TO THE SB 1022 PROJECT

This first amendment to Agreement No. 14-048 (“Amendment”) is made on _____, 2019, by and between the County of Kings (“County”) and Vanir Construction Management, Inc. (“Vanir”) (collectively, “the Parties”), upon the following terms and conditions:

RECITALS

WHEREAS, the County and Vanir entered into Agreement No. 14-048 (“Agreement”) for the provision of construction management and other services relating to the County’s jail expansion project under Senate Bill 1022 (“SB 1022 project”) on May 13, 2014; and

WHEREAS, Section 4.18 of the Agreement set a termination date for the Agreement of May 31, 2018; and

WHEREAS, the Parties agree that further services are needed to finish and close-out the SB 1022 project without additional cost to the County.

NOW, THEREFORE, the Parties agree as follows:

1. Section 4.18 of the Agreement shall be amended to reflect a termination date of September 1, 2019.
2. Section 2.1.3 of the Agreement shall be amended to provide that the remaining amount owed to Vanir be translated into a lump sum payment, to be billed at the execution of this Amendment and paid promptly by the County.
3. All other terms and conditions of the Agreement shall remain in full force and effect as previously agreed and are not otherwise affected by this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed set forth, above.

“VANIR”

Dated: _____

Steven Whitehead, President
Vanir Construction Management, Inc.

“COUNTY”

Dated: _____

Joe Neves, Chairperson
Board of Supervisors, County of Kings

APPROVED AS TO FORM:
David A. Prentice, Interim County Counsel

Carrie R. Woolley, Deputy

ATTEST:

Catherine Venturella, Clerk
Board of Supervisors, County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Human Services Agency – Sanja Bugay/Antoinette Gonzales

SUBJECT: CONTRACT WITH READING AND BEYOND FOR CALFRESH
EMPLOYMENT AND TRAINING PROGRAM

SUMMARY:

Overview:

The Kings County Human Services Agency (HSA) is requesting approval to contract with Reading and Beyond (RaB) to provide Employment & Training Services to CalFresh program beneficiaries. The primary goal is to assist participants in finding and retaining employment that will lead to reducing or eliminating the need for CalFresh program assistance.

Recommendation:

Authorize the Chairman to sign the contract with Reading and Beyond to provide a CalFresh Employment and Training program from March 1, 2019 to September 30, 2021.

Fiscal Impact:

There is no impact to net County costs associated with this recommended agreement. The total costs of this agreement is \$416,915 over three Federal Fiscal Years. The cost for the first year will be \$93,357, which includes 100 Percent Federal Funds (\$63,357) paid to RaB for administration of the CalFresh Employment and Training (E&T) Program. Participant Reimbursement Funds (\$30,000) will be available for RaB to provide E&T customers with allowable supportive services. The remaining yearly cost for the last two years of this agreement will be \$161,779 which include anticipated 100 Percent Federal Funds (\$63,357), available Participant Reimbursement Funds (\$30,000) and available Administrative Reimbursement Funds (\$68,422). Participating counties are required to invest 50 percent of both the Administrative and Participant Reimbursement Funds. As stated in this recommended agreement, the County share will be provided by Reading and Beyond by leveraging private, non Federal match funds (James

(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

CONTRACT WITH READING AND BEYOND FOR CALFRESH EMPLOYMENT AND TRAINING PROGRAM

March 26, 2019

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Irvine Foundation, Bank of America, and Wells Fargo). Federal Nutrition Services requirements for reimbursement matching funds are being met by these matched funds leveraged by Reading and Beyond.

There are sufficient appropriations budgeted within the Approved Fiscal Year 2018-2019 Human Services Budget for the first four months of this agreement (Budget Unit 510000). The remaining appropriations for the remaining three months of year one and the subsequent two years of this agreement will be requested in future Human Services Agency budgets.

BACKGROUND:

The United States Department of Agriculture, Food and Nutrition Service (FNS) requires that states offer employment and training services to participants in the Supplemental Nutrition Assistance Program, known as CalFresh in California. CalFresh is a federally funded program that supplements a low-income family's food budget in order to ensure they are getting adequate nutrition. Participants must meet federal income eligibility rules and want to add to their budget to put healthy and nutritious food on the table. A component of CalFresh is the CalFresh E&T Program. CalFresh E&T can help CalFresh participants gain skills, training, or work experience to increase their ability to obtain regular employment that leads to economic self-sufficiency. The program offers federal funding provided through the California Department of Social Services (CDSS) to provide a package of employment and training and related supportive services to CalFresh participants. This federal funding for the CalFresh E&T Program is provided to States annually through grants, which is passed to counties. Counties have considerable flexibility to determine which CalFresh participants to serve, which specific services to offer, and who will provide the services. Allowable components include job search, job search training, workfare, work experience or training, educational programs, self-employment programs, and job retention. The vision and mission of California's E&T program is to increase the employment and earning capacity of CalFresh recipients by maximizing their access to CalFresh E&T, supportive services and skills, and credentialing. This vision and mission align with the program's strategic goals:

1. Increase job placement, retention and wages;
2. Increase CalFresh E&T participation across a dynamic mix of people, communities and cultures;
3. Increase employability by removing barriers to employment;
4. Increase skills attainment and credentialing; and
5. Lead an efficient and effective customer focused E&T program.

The shared objective to make progress on these goals, combined with the increasing need for a skilled workforce, is a unique opportunity to help CalFresh recipients move into new and better paying jobs. Further, the program's emphasis on providing participants the chance to build skills and receive job-driven training, while providing the necessary supportive services, makes CalFresh E&T a critical component of California's workforce system.

CDSS issued an All County Welfare Directors Letter dated April 5, 2018 announcing the CalFresh E&T program Federal Fiscal Year (FFY) 2019 planning kick-off. Every year, County Welfare Departments (CWDs) that choose to participate in CalFresh E&T develop a county E&T plan. County plans, which were due June 15,

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CONTRACT WITH READING AND BEYOND FOR CALFRESH EMPLOYMENT AND TRAINING PROGRAM

March 26, 2019

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are then combined into a statewide E&T plan, which was submitted to FNS for approval by August 15, 2019. Kings County's plan was submitted and approved along with the other California counties to initiate a CalFresh E&T program for Fiscal Year 2018-2019.

HSA will begin providing Employment & Training Services to Non-Assistance CalFresh (NACF) beneficiaries through a partnership with RaB. RaB is a Community Based Organization (CBO) that has successfully implemented an employment and training model in several Central Valley counties. RaB will conduct an intake assessment, develop a service plan, and provide ongoing case management for participants. The intake assessment will include interviewing individual participants to identify strengths, weaknesses, needs, and issues, including housing, transportation, childcare, medical, environmental, physical, emotional, and financial issues. The service plan will be developed to address outcomes from the intake assessment. RaB will provide job search training and curriculum that includes but is not limited to areas such as effective verbal and written communication, problem solving, interviewing skills, resume preparation, and money management. Job retention services will also be provided to participants who obtain employment during their time in the program. RaB will provide assistance in helping participants achieve educational goals.

This contract for services was reviewed and approved as to form by County Counsel.

**AGREEMENT BETWEEN
COUNTY OF KINGS AND
READING AND BEYOND**

THIS AGREEMENT is made and entered into as of the 1st day of March, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter, "County") and Reading and Beyond, (hereinafter, "Contractor").

R E C I T A L S

WHEREAS, County requires services to provide a CalFresh Employment and Training program for Non-Assistance CalFresh families; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF WORK

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except that as set forth in **Exhibit B**. All funds provided under this Agreement must be completely expended by September 30, 2021.

The parties acknowledge and agree that the County's obligation to make payments to Contractor is contingent upon receipt of funds from California Department of Social Services (CDSS). Both program activities and funding allocations are subject to immediate reduction or termination in the event of the reduction or termination of funding or authorization.

4. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in **Exhibit B**. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed

upon method.

Payments will be made on a cost reimbursement basis. Contractor shall bill County for amounts equal to the actual costs incurred for allowable items, within thirty (30) calendar days following the end of the month in which services were delivered. Billing shall be submitted to County in a format specified by County and documented in such reasonable detail as the County's Auditor shall require to establish by documentation that the funds were expended for the intended purposes of this Agreement.

In order to ensure that FY 2018/2019 expenditures are claimed to the 2018/2019 CalFresh Employment and Training Allocation, the billing for the month of September 2019 must be received by County by September 16, 2019.

In order to ensure that FY 2019/2020 expenditures are claimed to the 2019/2020 CalFresh Employment and Training Allocation, the billing for the month of September 2020 must be received by County by September 16, 2020.

In order to ensure that FY 2020/2021 expenditures are claimed to the 2020/2021 CalFresh Employment and Training Allocation, the billing for the month of September 2021 must be received by County by September 16, 2021.

Contractor shall estimate costs as necessary through September 30, 2019. A final reconciliation of projected and actual costs due for the month of September 2019 shall be submitted to County by October 31, 2019, accompanied by a final invoice or check for overpayment, as is appropriate.

Contractor shall estimate costs as necessary through September 30, 2020. A final reconciliation of projected and actual costs due for the month of September 2020 shall be submitted to County by October 31, 2020, accompanied by a final invoice or check for overpayment, as is appropriate.

Contractor shall estimate costs as necessary through September 30, 2021. A final reconciliation of projected and actual costs due for the month of September 2021 shall be submitted to County by October 31, 2021, accompanied by a final invoice or check for overpayment, as is appropriate.

Upon receipt and approval of the monthly invoice, County shall remit to Contractor the amount of allowable reimbursement costs incurred in the performance of this Agreement. Such remittance shall be made to Contractor within thirty (30) calendar days after timely receipt of the expenditure and statistical reports for each preceding calendar month.

Final payment will be made upon receipt of the reconciled expenditure and statistical reports for the period ending September 30, 2021. **Final billing for all costs of the agreement must be submitted before October 16, 2021.** Final payment may be held until any necessary termination audit is completed.

Contractor is responsible for the repayment of all audit exceptions resulting from audits performed by County; state of federal agencies related to this Agreement.

Invoices and audits shall be submitted electronically to:
HSA.Contracts@co.kings.ca.us

All Contractor costs shall be supported by properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

5. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect from March 1, 2019, to September 30, 2021.

Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with County's representative.

6. AMENDMENTS

Either party may propose an amendment to this Agreement. The party requesting the amendment shall submit the request to amend the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual agreement in writing. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement.

Any proposed increase in a single line item up to 10% of the original line item amount must be approved by the Director of the Human Services Agency or her designee. Any such Director approved modification shall not result in an increase in the total contract amount. If a total contract budget increase is requested, it must be approved the Board of Supervisors or County Purchasing Manager.

7. TERMINATION

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision specifying the date of termination.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

8. CLOSING OUT

Following termination, Contractor shall turn over to County all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

Contractor is responsible for County's receipt of a final claim for payment by completion of work. County shall promptly pay Contractor's final claim for payment providing Contractor has provided all obligations undertaken pursuant to this Agreement. If Contractor has failed to perform all such outstanding obligations, County shall withhold from Contractor's final claim for payment the amount of such services owed by Contractor.

9. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

10. INSURANCE

A. Insurance Amounts.

Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following

types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed as set forth under Section 25, Notices. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury, and property damage. County and its officers, employees, and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26, or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident, and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. \$1,000,000 limit per occurrence and \$2,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance Conditions.

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

2. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

11. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Contractor (and its subcontractors) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the Contractor (and its subcontractors) and County in the performance of professional services under this Agreement.

Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

12. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

13. COMPLIANCE WITH LAW

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

14. SUBRECIPIENT

Contractor is a Subrecipient, as a non-Federal entity in receipt of pass-through funds for the purpose of carrying out a portion of a Federal award creates a relationship as Subrecipient. Characteristics which support the classification include when the non-Federal entity:

- A. Determines who is eligible to receive what Federal assistance:
- B. Has its performance measured in relation to whether objectives of a Federal program were met;
- C. Has responsibility for programmatic decision making;
- D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- E. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section and set forth in **Exhibit D**.

15. CONFIDENTIALITY

Contractor shall not use confidential information provided by the County for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any confidential information. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

16. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

18. SINGLE AUDIT ACT

Contractor, as a vendor of State and Federal financial assistance, agrees to conduct an

annual audit in accordance with the requirements of the Single Audit Act of 1984. Such audit shall be delivered to the County's Auditor-Controller and Human Services Agency for review no later than December 31, 2019.

A. Failure to perform the requisite audit functions as required by this paragraph may result in County performing any necessary audit tasks or, at County's option, in County contracting with a public accountant to perform the audit, at Contractor's sole expense.

B. Audit Findings/Exceptions/Sanctions. Contractor is responsible for any and all audit findings, exceptions, and sanctions relative to Contractor's performance under this Agreement. Under no circumstances is the County responsible for these costs relative to this Agreement or any other agreement.

19. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or any other prohibited basis.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

20. SUBCONTRACTOR AND ASSIGNMENT

Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement nor assign this Agreement without the prior written consent of the County.

Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

21. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

22. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence, or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk.

No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

23. NOTICE

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

COUNTY:

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

CONTRACTOR:

Luis Santana, Executive Director
Reading and Beyond
4670 E. Butler Avenue
Fresno, CA 93702
Phone No: (951) 900-6839

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

24. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

26. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

27. AUTHORITY

Each signatory to this Agreement represents that it is authorized to enter into this

Agreement and to bind the Party to which its signature represents.

28. WAIVER

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a continuing waiver of said breach or waiver of any future breach or violation.

29. NO THIRD PARTY BENEFICIARIES

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

REVIEWED AND RECOMMENDED FOR APPROVAL:

COUNTY OF KINGS

Sanja K. Bugay, Director
Kings County Human Service Agency

Joe Neves, Chairman
Kings County Board of Supervisors

CONTRACTOR

ATTEST

Luis Santana, Executive Director
Reading and Beyond

Catherine Venturella
Clerk to the Board of Supervisor

APPROVED AS LEGAL FORM:
David Prentice, Interim County Counsel

APPROVED AS TO ACCOUNTING FORM:

Juliana F. Gmur, Assistant County Counsel

Raul Luna, Fiscal Analyst II
Kings County Human Services Agency

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Operating Budget

Exhibit C: Assurance of Compliance with County – Non-Discrimination

Exhibit D: (OMB) Super Circular, (2 CFR 200) requirements

EXHIBIT A Scope of Work

SUMMARY

Reading and Beyond (RaB) shall provide a CalFresh Employment and Training (E&T) program for Non-Assistance CalFresh families which will include Job Club/Job Search Training, Education and Job Retention services as well as assisting with access to Work Experience and Vocational Training opportunities. Based on individual needs, RaB shall provide additional services to improve employment including, but not limited to, parenting skills, life skills, nutrition education and reimbursements for transportation, clothing, work related tools, work licenses, as well as other supportive services, information and referral services.

TARGET POPULATION

Unemployed or underemployed Non-Assistance CalFresh (NACF) beneficiaries living in Kings County over the age of 18.

CONTRACTOR RESPONSIBILITIES

RaB shall provide CalFresh Employment and Training services to clients referred and accepted to the program. When a referral is received, RaB shall review the referral, conduct an intake assessment, and provide services accordingly. RaB shall ensure all participants are and remain CalFresh eligible through quarterly reports from the County of Kings.

RaB shall provide the following services:

1. Case Management Services:

RaB shall develop a comprehensive service plan for each participant that includes, but is not limited to the following:

Intake: Conduct individual program orientation; interview individual participant to identify strengths, weaknesses, needs and issues, including social housing, transportation, child care, medical, environment, physical, emotional and financial issues. Assess family members' needs and concerns, work and education background.

Service Plan: Develop a service plan for the individual and family that includes activities to be undertaken by the participant and services to be provided by RaB in order to meet the service objectives and goals. The service plan shall also include a plan to ensure services are provided appropriately and timely. Plan shall also include reassessment to determine progress toward established goals.

RaB shall maintain an individual electronic case file on each participant that includes, but not limited to, the following:

- a. Documentation of referral and verified eligibility from County;
- b. Intake information and assessment;

- c. Individual service plan and updates;
 - d. Case narrative: chronological record of individual interviews, counseling sessions, services provided and/or other relevant contacts with participants, including dates, situations, actions taken and results;
 - e. Relevant and/or appropriate information, documentation, and correspondence relating to services provided to participants;
 - f. Attendance, progress and completion records for each component/program activity;
 - g. Job application and resume; and
 - h. Termination summary indicating reason for termination, services provided and outcomes.
 - i. Completion summary indicating services provided and outcomes
2. Job Search Train and Provide Job Search Training consisting of curriculum that includes, but is not limited to the following:

- Effective verbal and written communication
- Problem solving
- Employer expectations
- Appropriate dress and hygiene
- Interview skills
- Continuing education
- Goal setting and attainment
- Obtaining and retaining employment
- Lifelong learning
- Teamwork
- Resume preparation
- Money management

3. Education: Individuals determined by a Career & Family Navigator to require additional education will be provided the following:

- Enrollment in Workforce Investment Board sponsored trainings;
- Enrollment in appropriate certificate training program;
- GED/High School Diploma preparation;
- Adult Basic Education, digital literacy and language improvement;
- Traditional post-secondary education including Associate's and Bachelor's Degree.

4. Job Retention: Provide job retention services, up to 90 days after exceeding the gross income limit to qualify for CalFresh benefits, to assist participants in retaining jobs and/or promoting to better jobs. Career and Family Navigators will provide follow-up services to monitor and evaluate progress toward job retention and self-sufficiency. Job Retention services include:

Supportive services including reimbursements for transportation, ancillary items

Monthly Case Management including job coaching, financial counseling, social support development, problem solving for childcare and transportation issues, and evaluation for the success of the placement and participant satisfaction with the services.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

RaB shall maintain secure participant case files and limit access to ensure confidentiality.

RaB shall meet with County staff monthly to exchange pertinent information, resolve problems and work together to coordinate services.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

County shall refer NACF recipients to RaB for Employment and Training Services.

County shall verify customer eligibility at enrollment and quarterly through participant lists supplied by RaB.

County shall provide aggregate CalFresh allocation and household income rates for a comparable group of NACF participants not receiving CalFresh Employment and Training services to allow RaB to calculate return on investment (ROI) of each graduated cohort.

County will be providing building and space needs for RaB staff.

County staff shall meet with RaB’s staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.

PERFORMANCE MEASURES (Measures are meant to apply to the performance period of three years, rather than each individual federal fiscal year.)

Performance Measure Expected Level of Performance	March 1, 2019 - September 30, 2019	October 1, 2019 - September 30, 2020	October 1, 2020 - September 30, 2021
Performance Measure 1: Enrollment: The number of unduplicated NACF recipients enrolled in CalFresh E&T services by the end of the contract term.	50 NACF recipients enrolled in E&T services (50 new)	75 NACF recipients enrolled in E&T services (25 new/50 carryover)	125 NACF recipients enrolled in E&T services (75 new/75 carryover)

<p>Performance Measure 2: Entered Employment or Achieved Wage Progression: Number of participants placed in employment or achieving wage progression during program participation.</p>	50% enrolled participants	50% enrolled participants	50% enrolled participants
<p>Performance Measure 3: Job Retention at 90 Days: Participants who are placed in new positions will maintain that position for up to 90 days.</p>	50% of participants who entered employment	50% of participants who entered employment	50% of participants who entered employment
<p>Performance Measure 4: CalFresh Benefits Termination: Participants who entered employment will have terminated CalFresh benefits during program participation.</p>	30% of participants who entered employment	30% of participants who entered employment	30% of participants who entered employment
<p>Performance Measure 5: CalFresh Benefits Reduction: Participants who entered employment will have reduced CalFresh benefits during program participation.</p>	70% of participants who entered employment	70% of participants who entered employment	70% of participants who entered employment
<p>Performance Measure 6: Enrolled in a Vocational or Educational Program: Participants will be enrolled in educational or vocational programs.</p>	50% of participants receiving program services	50% of participants receiving program services	50% of participants receiving program services
<p>Performance Measure 7: Completing or persisting in a vocational or educational program: Participants enrolled in educational or vocational programs will complete their educational goals OR continue their educational goals at least half-time with at least a 2.0 GPA.</p>	50% of participants enrolled in vocational or educational program	50% of participants enrolled in vocational or educational program	50% of participants enrolled in vocational or educational program

EXHIBIT B

Operating Budget

A. Direct Costs:

All direct costs for the program are contractual as all CalFresh E&T services in Kings County are being subcontracted to Reading and Beyond. In those direct costs Reading and Beyond will be staffing 1 FTE Lead Career & Family Navigator, and 1 FTE Career & Family Navigator all with full benefits. The budget also contains costs for equipment, laptops, printer/copier, staff mileage, and communications costs (phone and internet). There will be no equipment purchases over \$5,000.00 per item.

B. Indirect Costs

Kings County will not be charging any indirect costs to this budget.

C. In-kind Contribution

Kings County will not be providing any in-kind contributions to this budget.

D. Participant Reimbursement:

1) Dependent Care

No reimbursements for dependent care will be covered through Kings County's CalFresh E&T program.

2) Transportation & Ancillary Costs

There is a total of \$30,000.00 available for participant reimbursements to support transportation and ancillary costs. Kings County's portion of the reimbursement costs will be covered by Reading and Beyond's private funders (James Irvine Foundation, Bank of America, Wells Fargo, etc.).

PLANNED COSTS BY FUNDING
CATEGORY

Category	Cost Estimate		
	Mar 2019 - Sept 2019	Oct 2019 - Sept 2020	Oct 2020 - Sept 2021
1 100 Percent Federal E&T Grant 50/50 Administrative Reimbursement	\$63,357.00	\$63,357.00	\$63,357.00
2 Overmatch Funds			
a 50 Percent Federal	\$0.00	\$34,211.00	\$34,211.00
b 50 Percent County	\$0.00	\$34,211.00	\$34,211.00
c Subtotal for Reimbursement Overmatch (2a + 2b)	\$0.00	\$68,422.00	\$68,422.00
Participant Reimbursement for Dependent			
3 Care			
a 50 Percent Federal	\$0.00	\$0.00	\$0.00
b 50 Percent County	\$0.00	\$0.00	\$0.00
c Subtotal for Reimbursement Overmatch (2a + 2b)	\$0.00	\$0.00	\$0.00
Participant Reimbursement for			
4 Transportation Services			
a 50 Percent Federal	\$4,500.00	\$4,500.00	\$4,500.00
b 50 Percent County	\$4,500.00	\$4,500.00	\$4,500.00
c Subtotal for Reimbursement Overmatch (2a + 2b)	\$9,000.00	\$9,000.00	\$9,000.00
Participant Reimbursement for Ancillary			
5 Services			
a 50 Percent Federal	\$10,500.00	\$10,500.00	\$10,500.00
b 50 Percent County	\$10,500.00	\$10,500.00	\$10,500.00
c Subtotal for Reimbursement Overmatch (2a + 2b)	\$21,000.00	\$21,000.00	\$21,000.00
Grand Total of Planned Cost			
6 (1+2c+3c+4c+5c)	\$93,357.00	\$161,779.00	\$161,779.00

Exhibit C

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

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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

Luis Santana, Executive Director
Reading and Beyond

Exhibit D

Office of Management and Budget, (OMB) Super Circular, (2 CFR 200) requirements

The federal Office of Management and Budget, (OMB) Super Circular, (2 CFR 200) requires County to inform Contractor they are a subrecipient of federal grant funds. Having been identified as such (see paragraph Subrecipient), County is required to inform Contractor the following information:

1. CFDA 10.561 and SNAP Employment & Training 100 percent funds
2. Federal Award Identification Number 187CACA4Q7503
3. Federal Award Date 10/01/18
4. Federal Award Period of Performance 03/1/19 and 09/30/21
5. Federal Awarding Agency FNS
6. Federal Award Project Description County administered, state supervised program for CalFresh E & T. This is California's E&T program for Non-Assistance applicants and recipients.

WHEREAS, the County is hereby awarding the following Federal Funds:

1. \$63,357.00 for FFY 2018-19 and \$63,357 or that which is allocated from the California Department of Social Services for FFYs 2019-20 and 2020-21 of federal funds obligated by this action to subrecipient
2. 15% is the Indirect Cost Rate for Federal Award
3. This is not a Research and Development Award

An award or contract cannot be made to a subrecipient or contractor who has been identified as suspended or debarred in the System for Award Management (SAM).

Additionally the Contractor must:

Contractor must disclose in writing any potential conflict of interest to County. Conflict of interest is any situation where Contractor is unable or appears to be unable to be impartial in conducting an action involving the County. (See paragraph Conflict of Interest)

Luis Santana, Executive Director
Reading and Beyond



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Human Services Agency – Sanja Bugay
Child Abuse Prevention Coordinating Council – Wendi Dibble

SUBJECT: CHILD ABUSE PREVENTION MONTH RESOLUTION

SUMMARY:

Overview:

With support from the community, parents can increase their capacity to provide safe and healthy homes for their children. As members of Kings County, we have the power to prevent child abuse by doing simple acts to support children and their parents or by volunteering at a local community based organization.

Recommendation:

Adopt a Resolution proclaiming the month of April 2019 as Child Abuse Prevention Month.

Fiscal Impact:

None.

BACKGROUND:

April was first declared Child Abuse Prevention Month by presidential proclamation in 1983. Since then, April has been a time to acknowledge the importance of families and communities working together to prevent child abuse. This is also a time to promote the social and emotional well-being of children and families.

During the month of April and throughout the year, communities are encouraged to share child abuse and neglect prevention awareness strategies and activities and promote prevention across the country.

(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

CHILD ABUSE PREVENTION MONTH RESOLUTION

March 26, 2019

Page 2 of 2

Adopting a Resolution to designate April 2019 as Child Abuse Prevention Awareness Month in Kings County will provide an opportunity for the Board of Supervisors to honor local service providers and bring awareness to the social issues of child abuse and neglect.

Nearly 420,000 reports of Child Maltreatment were called in to Child Protective Services throughout California last year (January 2018-December 2018). Nearly 2,421 of those reports were received in Kings County. The entire community feels the effects of child abuse and neglect. As a community, we need to create ways to get involved in a meaningful solution.

The Child Abuse Prevention Coordinating Council and the Human Services Agency has several events planned throughout the month of April to raise awareness for our local community:

1. Pinwheels for Prevention campaign: Pinwheels are the national symbol for child abuse awareness and gardens will be displayed around the community.
2. The Lisa Project Community Grand Opening will be held on April 1, 2019.
3. Child Abuse Awareness Office Decorating Contest will be held in April.
4. Walk Against Child Abuse and Kids Day will take place on April 27, 2019.
5. Social Media campaign will take place beginning on April 1, 2019 – April 30, 2019.
6. The Children's Memorial Flag will be on display in April 2019.

County Counsel has reviewed and approved the Resolution as to form.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

IN THE MATTER OF PROCLAIMING
THE MONTH OF APRIL 2019 AS CHILD
ABUSE AWARENESS MONTH _____/

RESOLUTION NO. _____

WHEREAS, children have a right to thrive, learn, and grow to their full potential; and

WHEREAS, children are key to our community's future success, prosperity, and quality of life; while children are our most precious resource, they are also our most vulnerable; and

WHEREAS, nearly 420,000 reports of Child Maltreatment were called in to Child Protective Services throughout California over the past year; and

WHEREAS, nearly 2,421 of those reports of Child Maltreatment were received in Kings County; and

WHEREAS, Kings County Child Protection hotline receives an average of 202 calls per month which result in a child maltreatment referral; and

WHEREAS, Kings County has nearly 347 children living in foster care every month; and

WHEREAS, we must come together as partners to keep children safe, and to extend a helping hand to children and families in need; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, tribal communities and the business community; and

WHEREAS, a campaign, "Pinwheels for Prevention" has been launched through the media, public schools, libraries, social service agencies and businesses during the month of April to celebrate and bring awareness of the great potential of all children. Pinwheel gardens will be placed around the community during the month of April; and

WHEREAS, the Annual Child Abuse Prevention Office Decorating Contest will be held in April inviting all public agencies, schools, service providers, local businesses and community partners to participate; and

WHEREAS, the Community Grand Opening of The Lisa Project will take place on April 1, 2019; and

WHEREAS, the annual Walk Against Child Abuse and Kids Day event will take place on April 27, 2019. The walk will begin at the Civic Center auditorium steps and end at the Hanford Mall; and

WHEREAS, a social media campaign will take place April 1, 2019, through April 30, 2019, in honor and support of this cause; and

WHEREAS, the Children's Memorial Flag will be on displayed in April in remembrance of those children whose lives were cut short by senseless violence.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors designates the month of April 2019 as Kings County Child Abuse Awareness Month.

2. That the official proclamation is to be presented to the Kings County Human Services Agency on ____.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on March 26, 2019, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

Chairperson of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this 26th day of March, 2019.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Human Services Agency –Sanja Bugay

SUBJECT: ADVANCED STEP HIRE FOR SOCIAL SERVICE SUPERVISOR CHILD PROTECTIVE SERVICES

SUMMARY:

Overview:

The Human Services Agency is requesting to hire Jamie Reyes as a Social Service Supervisor – Child Protective Services (CPS) at Step 4, which requires Board approval under Personnel Rule 13051.

Recommendation:

Authorize the advanced step hire of Jamie Reyes as a Social Service Supervisor – Child Protective Services for the Human Services Agency at Salary Range 226.0, Step-4.

Fiscal Impact:

No increase to the County General Fund with this action. The annual salary of Social Service Supervisor – CPS at Step 1 is \$32.86/hour (\$68,352 annually). The cost of hiring at Step 4 is \$38.16/hour (\$79,373/annually). The cost of the advanced step increase is included in the Fiscal Year 2018-2019 Budget.

BACKGROUND:

The appointment of a candidate to an advanced step hire, above the third step within a salary range, requires the approval of the Board. Human Resources reviewed the candidate's experience and is in support of the advanced step hire request.

(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

ADVANCED STEP HIRE FOR SOCIAL SERVICE SUPERVISOR CHILD PROTECTIVE SERVICES

March 26, 2019

Page 2 of 2

Ms. Reyes has sixteen years of social work experience with Los Angeles County, including extensive child welfare experience. Following her ten years as a Social Worker in CPS, she was promoted to a Supervising Children's Social Worker, where she served for over four years. She was then promoted to a Children's Services Administrator (most comparable to a Social Services Program Manager in Kings County) where she oversaw child welfare programs for almost two years.

The Social Services Supervisor – CPS is a difficult classification to recruit qualified professionals. Her level of prior supervisory and management experience with Los Angeles County far exceeds the experience of an entry level Social Services Supervisor – CPS and is comparable to a Kings County Social Services Supervisor at Step 4.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka /Chuck Kinney

SUBJECT: CDBG – DRAFT PROGRAM GUIDELINE CHANGES

SUMMARY:

Overview:

In July of 2017, the California Department of Housing and Community Development (HCD) began an effort to redesign the Community Development Block Grant (CDBG) program. The goal of the redesign was to improve the State's low expenditure rate of CDBG funds, reduce excessively high unspent program income balances, and streamline program processes to reduce the administrative burden for grantees and HCD staff to account for budgetary constraints. On February 19, 2019, HCD released a draft of the CDBG program guidelines which provides proposed changes to the program and offers opportunity for public comments on the draft until March 29, 2019.

Recommendation:

Authorize the Chairman to sign the letter of opposition to HCD on their draft CDBG Program guideline changes.

Fiscal Impact:

None to the General Fund.

BACKGROUND:

The California Department of Housing and Community Development (HCD) has begun drafting proposed changes to the State's CDBG program guidelines and are asking for public comment through March 29, 2019. One of the proposed changes to the program guidelines includes modifications to the CDBG application process. If the proposed program guidelines are adopted, CDBG applications for First Time Homebuyer Assistance and Owner Occupied Rehabilitation applications will continue to be through a competitive

(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

CDBG – DRAFT PROGRAM GUIDELINE CHANGES

March 26, 2019

Page 2 of 2

application process, but applications for community projects would shift from a competitive application process to an over the counter process. HCD staff have confirmed that in order to apply for an over the counter grant the project would have to be shovel ready (which would require projects to have their environmental clearance, site control and construction designs completed). HCD staff recognize that this will pose a challenge to some jurisdictions, such as Kings County, when applying for projects in the future. They also indicated that they are looking to find alternative funding sources which can be used for predevelopment (design/environmental review) of projects to get them shovel ready, but at this point it is just a commitment from HCD staff to look for a funding source.

Based upon the proposed guideline changes any project which the County would desire to apply for in the future would require the County to find a funding source to pay for the environmental review and potentially architectural/engineering designs (depending on the type of project) without any guarantee of actual CDBG project funding being awarded from HCD. Staff recommends that your Board consider whether to provide written comments to HCD concerning how these draft CDBG program guideline changes may impact Kings County. Attached is a draft comment letter for your Board's consideration to provide comments to HCD concerning their proposed guideline changes.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

March 26, 2019

Ben Metcalf, Director
Housing and Community Development
2020 West El Camino Avenue, Suite 500
Sacramento, Ca 95833

RE: Draft CDBG Program Guidelines

Dear Mr. Metcalf:

On behalf of the Kings County Board of Supervisors, we respectfully submit this letter in opposition to the over the counter application approach for Projects as outlined in the draft Community Development Block Grant (CDBG) Program Guidelines as released on February 19, 2019.

Kings County has historically participated and utilized the CDBG Program for a wide variety of activities including First Time Home Buyers Assistance, Owner Occupied Housing Rehabilitation, the construction of community buildings, installation of curbs, gutters and sidewalks and also the purchasing of fire trucks to serve income qualified areas within Kings County. The draft CDBG Program Guidelines as released on February 19, 2019 will change the way that future CDBG applications for Projects would be awarded, switching them from a competitive review process to an over the counter application process that will place greater financial burdens on a County like Kings County that serves several disadvantaged communities. Kings County would be required to make projects shovel ready in order to be eligible for grant funding, which would be a hardship for our community.

Currently, a local jurisdiction is able to apply for a grant to construct a project and once awarded funding, the local jurisdiction is able to conduct an environmental review of the project and procure an architect/engineer to design construction documents, all of which is paid for through the grant. If the Draft CDBG Program Guidelines are codified, then local jurisdictions will have to locate a new source of funding prior to being able to apply for a CDBG grant to conduct the environmental review of the project and procure an architect/engineer to design the construction documents. That would be the only way a project could be considered shovel ready. Currently no other source of grant funds exist to pay for the environmental review nor for the development of construction design documents, which then poses a new challenge upon local jurisdictions which are fiscally constrained from being able to complete much needed projects within their communities to benefit the citizens of California. This approach will disproportionately benefit larger and better funded jurisdictions, leaving smaller rural/agricultural Counties out of the competition.

For these reasons, we respectfully oppose the draft CDBG Program Guideline as released on February 19, 2019. Thank you for your consideration of our position in relation to this matter.

Sincerely,

KINGS COUNTY BOARD OF SUPERVISORS

Joe Neves, Chairman

Cc: Assemblyman Mr. Rudy Salas, P.O. Box 942849, Sacramento, CA 94249-0032
CDBGRedesign@hcd.ca.gov



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: SUPPORT FOR THE RENEWAL OF THE TRIBAL-STATE GAMING COMPACT BETWEEN THE STATE OF CALIFORNIA AND THE SANTA ROSA RANCHERIA

SUMMARY:

Overview:

On December 31, 2020, the term of the compact between the State of California and the Santa Rosa Rancheria will expire. Currently, the Santa Rosa Rancheria is in the process of renewing the compact. A letter of support for the compact renewal has been prepared for your Board's consideration.

Recommendation:

Authorize the Chairman to sign the letter of support for a new compact between the State of California and Santa Rosa Rancheria.

Fiscal Impact:

None with this action. However, a continued compact will provide employment and economic activity within the County. Additionally, the County currently receives \$900,000 annually from the Tribe for Fire and Sheriff related services provided to Santa Rosa Rancheria.

BACKGROUND:

In 1988, Congress enacted the Indian Gaming Regulatory Act (IGRA) as the federal statute governing Indian gaming in the United States. The purposes of IGRA are to provide a statutory basis for the operation of gaming by Indian tribes as a means of promoting tribal economic development, self-sufficiency, and strong tribal governments. The IGRA requires that tribes sign negotiated compacts, or agreements, in good faith, with their state governments to clarify a range of jurisdictional issues surrounding regulation and scope of gaming. Each compact must be negotiated with the Governor, ratified by the State Legislature, and finally, approved by the Department of the Interior.

(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

SUPPORT FOR THE RENEWAL OF THE TRIBAL-STATE GAMING COMPACT BETWEEN THE STATE OF CALIFORNIA AND THE SANTA ROSA RANCHERIA

March 26, 2019

Page 2 of 2

In September of 1999, the State of California and the Santa Rosa Rancheria enter into a compact allowing the Tribe to provide gaming activities on its lands for a period of 20 years, terminating on December 31, 2020. Since that time, the Santa Rosa Rancheria has been a source of economic activity within the County, becoming one of the largest employers within the County. As the expiration of the compact is approaching, the Tribe is currently seeking a renewal of the compact with the State. Staff has prepared a letter of support for your Board's consideration indicating the County's support for a renewed compact.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

March 26, 2019

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

RE: Letter of Support for Tribal-State Gaming Compact with Santa Rosa Rancheria

Governor Newsom:

On behalf of the Kings County Board of Supervisors, we respectfully submit this letter of support for the renewed compact between the State of California and the Santa Rosa Rancheria. The County understands the State and the Tribe are in the process of renewing the compact, which is set to expire on December 31, 2020. The County would like to express to the State that the Tribe has been a valuable partner within our community. Santa Rosa Rancheria is one of the largest employers within the County and is very involved in the community. We value their contribution to the residents and business within the County and wholly support the continuation of the compact.

For these reasons, we respectfully request your support of a new compact with Santa Rosa Rancheria. Thank you for your consideration of our position in relation to this matter.

Sincerely,

Joe Neves, Chairman
Kings County Board of Supervisors

Cc: Assemblyman Rudy Salas, P.O. Box 942849, Sacramento, CA 94249-0032
Senator Melissa Hurtado, State Capital, Room 2054, Sacramento, CA 95814
Congressman T.J. Cox, Longworth House Office Building, 1728, Washington, DC 20515
Senator Kamala Harris, State Capital, Room 501, Sacramento, CA 95814



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: SALARY FOR THE SHERIFF

SUMMARY:

Overview:

In January 2019, David Robinson was sworn into his third term as the Kings County Sheriff. The Sheriff has requested an increase to his salary. Your Board has the responsibility to set the compensation in an open session. The Sheriff's position for compensation is in Salary Band 2 of the County's Salary Resolution that has a range from \$11,000 to \$15,500 per month.

Recommendation:

Consider options to set the salary of the Sheriff David Robinson:

- 1. Set the Salary of the Sheriff, David Robinson to be effective March 25, 2019; OR**
- 2. Take no action**

Fiscal Impact:

Depends on the respective salary adopted by your Board, but anything within Salary Band 2 will be absorbed within the existing budget.

BACKGROUND:

Your Board has salary-setting authority for all County employees, including elected officials. The Salary Resolution calls the Sheriff to be paid based on Salary Band 2, which ranges between \$11,000 and \$15,500 per month. However, your Board is limited to setting the salary and benefits at no less than the existing Salary and benefits that were established at the time the Sheriff paid his filing fees to run for office. The monthly equivalent salary at that time, was \$13,636 for the Sheriff, and has not changed since he filed for election.

Staff has formulated possibilities for your Board to consider and will present them to your Board.

BOARD ACTION:

APPROVED AS PRESENTED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Administration – Rebecca Campbell
SUBJECT: STUDY SESSION ON INDUSTRIAL HEMP

SUMMARY:

Overview:

On July 26, 2011 the Board of Supervisors authorized a letter of support for Senate Bill 676: The California Industrial Hemp Farming Act. In 2018, Congress passed the Agriculture Improvement Act of 2018 “Farm Bill”, which approved and included industrial hemp provisions. A study session will be presented to your Board, and RXMM California, Inc. will provide a presentation.

Recommendation:

Hold a Study Session regarding industrial hemp.

Fiscal Impact:

None.

BACKGROUND:

California became the first state to legalize medical cannabis with the adoption of the Compassionate Use Act of 1996. In November 2016, California voters approved the Adult Use of Marijuana Act to legalize the recreational use of cannabis. On January 16, 2019, California’s three state cannabis licensing authorities announced that the Office of Administrative Law (OAL) officially approved state regulations for cannabis businesses across the supply chain. The new cannabis regulations take effect immediately. HEMP is defined as the plant Cannabis sativa L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis.

The U.S. Department of Agriculture’s Agricultural Marketing Service (AMS) acknowledged that federal regulations under consideration for industrial hemp would not be published until the fall of 2019. Thus, for the 2019 crop of industrial hemp it will be produced under the current regulations found in Section 7606 of the 2014 Agricultural Act ([Farm Bill](#)) P.L. 113-79.

Under Section 7606 the term “industrial hemp” includes the plant Cannabis sativa L. and any part or derivative of such plant, including seeds of such plant, whether growing or not, that is used exclusively for industrial

(Cont’d)

BOARD ACTION:

APPROVED AS PRESENTED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

STUDY SESSION ON INDUSTRIAL HEMP

March 26, 2019

Page 2 of 2

purposes (fiber and seed) with a tetrahydrocannabinols concentration of not more than 0.3 percent on a dry weight basis. The term “tetrahydrocannabinols” includes all isomers, acids, salts, and salts of isomers of tetrahydrocannabinols.

Guiding Principles from Section 7606 include that:

- The growth and cultivation of industrial hemp may only take place in accordance with an agricultural pilot program to study the growth, cultivation, or marketing of industrial hemp established by a State department of agriculture or State agency responsible for agriculture in a State where the production of industrial hemp is otherwise legal under State law.
- The State agricultural pilot program must provide for State registration and certification of sites used for growing or cultivating industrial hemp. Although registration and certification is not further defined, it is recommended that such registration should include the name of the authorized manufacturer, the period of licensure or other time period during which such person is authorized by the State to manufacture industrial hemp, and the location, including Global Positioning System coordinates, where such person is authorized to manufacture industrial hemp.
- Only State departments of agriculture, and persons licensed, registered, or otherwise authorized by them to conduct research under an agricultural pilot program in accordance with section 7606, and institutions of higher education (as defined in section 101 of the Higher Education Act of 1965 ([20 U.S.C. 1001](#))), or persons employed by or under a production contract or lease with them to conduct such research, may grow or cultivate industrial hemp as part of the agricultural pilot program.
- For purposes of marketing research by institutions of higher education or State departments of agriculture (including distribution of marketing materials), but not for the purpose of general commercial activity, industrial hemp products may be sold in a State with an agricultural pilot program or among States with agricultural pilot programs but may not be sold in States where such sale is prohibited. Industrial hemp plants and seeds may not be transported across State lines.
- Section 7606 specifically authorized certain entities to “grow or cultivate” industrial hemp but did not eliminate the requirement under the Controlled Substances Import and Export Act that the importation of viable cannabis seeds must be carried out by persons registered with the DEA to do so. In addition, any USDA phytosanitary requirements that normally would apply to the importation of plant material will apply to the importation of industrial hemp seed.
- Section 7606 did not amend the Federal Food, Drug, and Cosmetic Act. For example, section 7606 did not alter the approval process for new drug applications, the requirements for the conduct of clinical or nonclinical research, the oversight of marketing claims, or any other authorities of the FDA as they are set forth in that Act.
- The Federal Government does not construe section 7606 to alter the requirements of the Controlled Substances Act (CSA) that apply to the manufacture, distribution, and dispensing of drug products containing controlled substances. Manufacturers, distributors, dispensers of drug products derived from cannabis plants, as well as those conducting research with such drug products, must continue to adhere to the CSA requirements.
- Institutions of higher education and other participants authorized to carry out agricultural pilot programs under section 7606 may be able to participate in USDA research or other programs to the extent otherwise eligible for participation in those programs.

RXMM California, Inc. will make a presentation to the Board regarding their plans for industrial hemp in Kings County.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Administration –Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF A TAX-EXEMPT LOAN UP TO \$4,900,000 TO FINANCE AND REFINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, AND EQUIPPING OF HEALTHCARE AND RELATED FACILITIES FOR CENTRO DE SALUD DE LA COMUNIDAD DE SAN YSIDRO, INC.

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

1. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
2. Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for Centro De Salud De La Comunidad De San Ysidro, Inc.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for
(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

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF A TAX-EXEMPT LOAN UP TO \$4,900,000 TO FINANCE AND REFINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, AND EQUIPPING OF CENTRO DE SALUD DE LA COMUNIDAD DE SAN YSIDRO, INC.

March 26, 2019

Page 2 of 2

public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

Centro De Salud De La Comunidad De San Ysidro, Inc. (the “Corporation”), has requested that CalPFA issue a tax-exempt loan in an amount not to exceed \$4,900,000 to finance and refinance the costs of the acquisition, construction, improvement, and equipping of healthcare related facilities located at 4004 Beyer Boulevard in San Ysidro, California, generally known as San Ysidro Health (the “Project”).

The Board has been asked to conduct the public hearing on March 26, 2019 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,900,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF HEALTH AND RELATED FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO

RESOLUTION NO. _____

WHEREAS, Centro De Salud De La Comunidad De San Ysidro, Inc., a nonprofit public benefit corporation (the "Corporation") and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), has requested that the California Public Finance Authority (the "Authority") participate in the issuance of a Loan in an aggregate principal amount not to exceed \$4,900,000 (the "Loan") for the purpose of financing and refinancing the acquisition, construction, improvement and equipping of healthcare and related facilities located at 4004 Beyer Boulevard, San Ysidro, California (the "Project") and owned and operated by the Corporation; and

WHEREAS, the Project is located within the County of San Diego; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Loan by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Loan, and now desires to approve the issuance of the Loan by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Loan, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Loan by the Authority for the purposes of financing or refinancing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Loan by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 26th day of March, 2019, by the following vote:

AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors
ABSTAIN:	Supervisors

Chairperson of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2019.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Administration –Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$15,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF HOPE ON BROADWAY APARTMENTS

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

1. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
2. Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for Hope on Broadway, LP for the Hope on Broadway Apartments project.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for

(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

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$15,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF HOPE ON BROADWAY APARTMENTS

March 26, 2019

Page 2 of 2

public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

Hope on Broadway, LP (the “Borrower”), has requested that CalPFA issue multifamily housing revenue bonds in an amount not to exceed \$15,000,000 to finance and refinance the costs of the acquisition, construction, improvement, and equipping of a 43-unit multifamily rental housing project located at 5130 South Broadway in Los Angeles, California, generally known as Hope on Broadway Apartments (the “Project”).

The Board has been asked to conduct the public hearing on March 26, 2019 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF HOPE ON BROADWAY APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / _____ RESOLUTION NO. _____

WHEREAS, Hope on Broadway, LP (the “Borrower”), has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$15,000,000 (the “Bonds”) for the acquisition, construction, improvement and equipping of a 43-unit multifamily rental housing project located at 5130 South Broadway, Los Angeles, California, generally known as Hope on Broadway Apartments (the “Project”) and operated by FPI Management, Inc.; and

WHEREAS, the Project is located within the City of Los Angeles; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the “County”) and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of _____, 2019, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

Chairperson of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2019.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 26, 2019

SUBMITTED BY: Administration –Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$80,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF ST. ANTON TASMAN APARTMENTS

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

1. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
2. Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for St. Anton Tasman East, LP for the St. Anton Tasman Apartments project.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for

(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

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$80,000,000 OF REVENUE BONDS TO FINANCE OR REFINANCE THE ACQUISITION AND CONSTRUCTION OF ST. ANTON TASMAN APARTMENTS

March 26, 2019

Page 2 of 2

public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

St. Anton Tasman East, LP (the “Borrower”), has requested that CalPFA issue multifamily housing revenue bonds in an amount not to exceed \$80,000,000 to finance and refinance the costs of the acquisition, construction, improvement, and equipping of a 196-unit multifamily rental housing project located at 2233 Calle del Mundo in Santa Clara, California, generally known as St. Anton Tasman Apartments (the “Project”).

The Board has been asked to conduct the public hearing on March 26, 2019 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$80,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF ST. ANTON TASMAN APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / _____ RESOLUTION NO. _____

WHEREAS, St. Anton Tasman East, LP (the "Borrower"), has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$80,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a 196-unit multifamily rental housing project located at 2233 Calle del Mundo, Santa Clara, California, generally known as St. Anton Tasman Apartments (the "Project") and operated by St. Anton Multifamily, Inc.; and

WHEREAS, the Project is located within the City of Santa Clara; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 26th day of March, 2019, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

Chairperson of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2019.

Clerk of said Board of Supervisors