

Joe Neves, Chairman
Richard Fagundes, Vice-Chairman

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Richard Valle
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SPECIAL BOARD OF COMMISSIONERS' MEETING

FEBRUARY 24, 2022

AGENDA

LOCATION: 680 N. DOUTY STREET
HANFORD, CALIFORNIA
9:00 A.M.

THIS MEETING IS CONDUCTED IN ACCORDANCE WITH THE
REQUIREMENTS OF THE GOVERNOR'S EXECUTIVE ORDER N-33-20
NO PUBLIC MEMEBERS WILL BE ALLOWED IN THE MEETING
THE MEETING WILL BE HELD BY TELECONFERENCE AT THE ABOVE LOCATION.
MEMBERS OF THE PUBLIC MAY DIAL IN.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 553-040-381

1) Roll Call

2) Unscheduled Appearances

Any person may address this Board at this time on any item on the agenda, or on any other item of interest to the public, that is within the subject matter jurisdiction of the Board. Three (3) minutes are allowed for each item.

3) Review and Approval of January 27, 2022 Special Board Meeting Minutes

Pages 1-2

5) Unfinished Business:

A. None

6) New Business:

A. Review and Approval of write-off's for 53-1 Sunnyside Village and Cameron Commons for quarter ending December 31, 2021.

Pages 3-4

B. Review and Approval by Resolution of a Contract Agreement with an Open-Ended term with the State of California Employment Development Department to maintain Income Integrity.

Resolution #22-01.

Pages 5-22

7) Correspondance :

A. None

8) Management

A. Current Status of Program Operations

Page 23

9) Close Session

A. Regarding Litigation (One)

Name of case: Rodolfo Alcantra v. Housing Authority of the County of Kings

State Case No: RCI-cm-843320

ATTACHED

B. Regarding Employee Relations (None)

10) Open Session

11) Commissioners' Items

12) Adjournment

Any Late Documents relating to an agenda item that are distributed to the Commissioners less than 72 hours prior to the scheduled meeting are available for public inspection, at the time they are distributed to the Commissioners, at the Administrative Office as addressed below.

THE 727TH MEETING OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF KINGS CALIFORNIA

The Special Meeting of the Board of Commissioners of the Housing Authority of the County of Kings was called to
order January 27, 2022 at 9:00 a.m. by Chairman Pedersen

The Meeting was conducted via Teleconference

1) ROLL CALL

Secretary Robert Hoskins called the roll:

PRESENT: Craig Pedersen
 Joe Neves
 Richard Fagundes
 Richard Valle
ABSENT: Doug Verboon

Also present were the following:

Sandra Jackson-Bobo	-	HAKC Executive Director
Michele Rodrigues	-	HAKC Finance Manager
Jennifer Molina	-	HACK Staff
Bob Gin	-	HAKC Attorney

2) UNSCHEDULED APPEARANCES

NONE

3) APPOINTMENT OF OFFICERS

It was moved by Commissioner Valle and seconded by Chairman Pedersen that Joe Neves be elected as Chairman, Richard Fagundes be elected as Vice-Chairman, that nominations be closed, and a unanimous ballot be cast. The motion carried by the following vote: Ayes-Valle, Pedersen, Fagundes, and Neves. Noes-None. Absent-Verboon.

4) REVIEW AND APPROVAL OF NOVEMBER 18, 2021 SPECIAL BOARD MEETING MINUTES

A motion was presented by Commissioner Fagundes to approve the minutes for the Special Board Meeting for January 27, 2022. Chairman Neves seconded the motion and the minutes were approved by the following votes: Ayes- Valle, Pedersen, Fagundes, and Neves. Noes-None. Absent-Verboon

5) UNFINISHED BUSINESS:

NONE

6) NEW BUSINESS

A. NONE

5) CORRESPONDENCE

NONE

6) CLOSED SESSION

A. Regarding Litigation (One)

Government Code Section 54956.9(d)(1)

Name of case: Colleen M Cortney v. Housing Authority of the County of Kings. et.al

Federal District Court Case No. 1:20-cv-01296-NONE-SKO

The Board went into closed session at 9:06 a.m. to discuss with legal counsel the case *Colleen M. Curtney v. Housing Authority of the County of Kings, et. al.*, Federal District Court Case No. 1:20-cv-01296-NONE-SKO. The Board reconvened from closed session at 9:14 a.m. No action was taken in closed session

B. Regarding Employee Relations (NONE)

7) OPEN SESSION

NONE

8) COMMISSIONER'S ITEMS

NONE

9) ADJOURNMENT

There being no further business, the meeting was adjourned at 9:07 a.m.

Secretary



UNCOLLECTABLE ACCOUNTS TO BE CHARGED TO COLLECTION LOSS

Project Name: Conventional 531 (Hanford)

Quarter Ending: December 31, 2021

<u>UNIT</u>	<u>NAME</u>	<u>SOCIAL SECURITY NUMBER</u>	<u>RENT</u>	<u>MAINT CHARGES</u>	<u>LEGAL COSTS</u>	<u>CLOSING COSTS</u>	<u>TOTAL CHARGES</u>	<u>DATE UNIT VACATED</u>
531-18C	Elida Cardenas-Torrez	622-85-0652				\$571.86	\$571.86	
531-25C	Julio Cruz	054-28-9903				\$1,059.89	\$1,059.89	
531-59C	Kathy Davis	545-08-2363				\$316.35	\$316.35	
531-57C	Sabrina Moran	625-04-7696				\$936.94	\$936.94	
531-46A	Estella Silva	558-06-2110				\$2,281.17	\$2,281.17	
531-29B	Denita Wafer	553-98-9605				\$3,196.90	\$3,196.90	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Total			\$0.00	\$0.00	\$0.00	\$8,363.11	\$8,363.11	

Total Charges to Tenants for Period October 1, 2021 **Through** December 31, 2021 **\$159,694.46**

Total Loss of Rent = \$0.00
 Total Loss of Maintenance = \$0.00
 Total Loss of Legal = \$0.00
 Total Loss of Closing Costs = \$8,363.11
Total \$8,363.11

0.00000% of Total Charges
 0.00000% of Total Charges
 0.00000% of Total Charges
 5.23699% of Total Charges
\$8,363.11

Lori Hatfield, Area Manager

Sandra Jackson-Bobo, Executive Director



UNCOLLECTABLE ACCOUNTS TO BE CHARGED TO COLLECTION LOSS

Project Name:

Cameron Commons

Quarter Ending:

December 31, 2021

UNIT	NAME	SOCIAL SECURITY NUMBER	RENT	MAINT CHARGES	LEGAL COSTS	CLOSING COSTS	TOTAL CHARGES	DATE UNIT VACATED
CAM-009	Ikeya Thomas	602-78-6430				\$2,316.81	\$2,316.81	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Total			\$0.00	\$0.00	\$0.00	\$2,316.81	\$2,316.81	

Total Charges to Tenants for Period October 1, 2021 **Through** December 31, 2021 **\$67,248.19**

Total Loss of Rent = \$0.00
 Total Loss of Maintenance = \$0.00
 Total Loss of Legal = \$2,316.81
 Total Loss of Closing Costs = \$2,316.81
Total = \$2,316.81

Lori Hatfield, Area Manager

Sandra Jackson-Bobo, Executive Director

BEFORE THE BOARD OF COMMISSIONERS
OF THE
HOUSING AUTHORITY OF THE COUNTY OF KINGS
STATE OF CALIFORNIA

-oOo-

IN THE MATTER OF THE APPROVAL)	
OF A CONTRACT AGREEMENT WITH)	
AN OPEN-ENDED TERM WITH THE)	RESOLUTION NUMBER
STATE OF CA EMPLOYMENT)	22-01
DEVELOPMENT DEPARTMENT TO)	
MAINTAIN INCOME INTEGRITY)	

-oOo-

WHEREAS, the Housing Authority of the County of Kings (the “Authority”) desires to renew the current contract agreement with the State of California Employment Development Department for the purpose of maintaining income integrity in public and assisted housing; and

WHEREAS, the Authority desires to establish this contract agreement as an open-ended term agreement; and

WHEREAS, HUD has recommended the use of State Wage Information Collection Agencies (SWICA’s) as a means to emphasize timely, accurate, and fair income and rent determinations by Public Housing Agencies; and

WHEREAS, the agreement with the Employment Development Department provides the Authority with authorization to obtain income verifications through the use of SWICA’s.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the County of Kings that the foregoing Resolution was adopted upon motion presented by _____ seconded by _____, at its Regular Meeting held the 24th day February, 2022, and carried by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Chairman of the Board

Secretary

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

0000000311

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Housing Authority of the County of Kings

2. The term of this Agreement is:

START DATE

July 1, 2022 or upon final approval

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$1,195.20 One Thousand One Hundred Ninety-Five Dollars and Twenty Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Attachment A-1	Specifications	4
Exhibit B	Budget Detail and Payment Provisions	2
+ - Exhibit C *	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	1
+ - Exhibit E	Protection of Confidentiality	3
+ - Attachment E-1	Confidentiality Agreement	1
+ - Attachment E-2	Indemnity Agreement	1
+ - Attachment E-3	Statement of Responsibility	1

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

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

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

CONTRACTOR

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

Housing Authority of the County of Kings

CONTRACTOR BUSINESS ADDRESS

P.O. Box 355

CITY

Hanford

STATE

CA

ZIP

93232

PRINTED NAME OF PERSON SIGNING

Sandra Jackson-Bobo

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 0000000311	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

722 Capitol Mall, MIC 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Rebecca Martin

TITLE

Manager, Contract Services Group

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DGS Exemption Letter 54.6

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and the Housing Authority of the County of Kings, hereinafter referred to as the HA. It sets forth the terms and conditions for the release and use of the EDD's confidential information.

SCOPE OF WORK

I. Purpose

The EDD agrees to provide confidential wage and claim information to the HA. The HA agrees to use the confidential information provided by the EDD under this Agreement for the purpose of verifying applicants' and tenants' eligibility for, and continued entitlement to, housing assistance in accordance with section 3544, Title 42 of the United States Code (USC).

II. Legal Authority

The EDD shall make this information available to the HA pursuant to section 503(i), Title 42 of the USC.

The HA shall request and use the specified information in accordance with the provisions of section , Part 5.230, Title 24 of the Code of Federal Regulations (CFR) and section 3544, Title 42 of the USC.

III. Agreement Representatives

1. The EDD's contact persons are:

AGREEMENT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

Christopher Arillo or Designee
Employment Development Department
Information Security Office, MIC 33
P.O. Box 826880
Sacramento, CA 94280-0001

Phone: (916) 907-4643

Email: Christopher.Arillo@edd.ca.gov

cc: ISOPrivacyDisclosureUnit@edd.ca.gov

FISCAL

Employment Development Department
Accounts Receivable Unit, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Phone: (916) 654-9440

2. The HA contact persons are:

AGREEMENT NEGOTIATIONS AND ADMINISTRATION

Sandra Jackson-Bobo
Executive Director
Housing Authority of the County of Kings
P.O. Box 355
Hanford, CA 93232

Phone: (559) 582-2806 ext. 112
Email: sjackson-bobo@hac.com

FISCAL MATTERS

Mary Leach
Accounting Technician I
Housing Authority of the County of Kings
P.O. Box 355
Hanford, CA 93232

Phone: (559) 582-2806 ext. 102
Email: mleach@hac.com

CONFIDENTIALITY & DATA SECURITY

Zenia Chavez
Housing Management Coordinator
Housing Authority of the County of Kings
P.O. Box 355
Hanford, CA 93232

Phone: (559) 582-2806 ext. 105
Email: zchavez@hac.com

3. Either party may make changes to the Agreement Representatives information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

SPECIFICATIONS

I. METHODOLOGY

1. The HA staff authorized under this Agreement to request the EDD's confidential information completes and submits data requests under the assigned EDD Customer Code **E00335**, on the EDD form DE 8720HA, "Housing Authority Request for Wage, Claim and Address Information", for individuals who authorized the disclosure of the specified information by completing a valid consent authorization form.
2. The EDD key enters the Social Security Numbers (SSNs) submitted by the HA.
 - a. On matching records the EDD produces the Abstract System (ABS) reports authorized under this Agreement and mails them to the attention of the HA staff person responsible for internal distribution of the EDD's confidential information.
 - b. The EDD does not process unreadable or unsigned DE 8720HA.
3. On a quarterly basis the EDD invoices the HA for all SSN transactions key entered.

II. RESPONSIBILITIES

1. The EDD Agrees to:

- a. Provide an electronic template of the DE 8720HA, form for the HA to produce.
- b. Provide a PowerPoint "completion instructions" training module to be used by the HA to train its staff on how to complete the DE 8720HA form and how to read the ABS reports provided by the EDD.
- c. Use the SSNs provided by the HA on the EDD form DE 8720HA, under the assigned EDD customer code **E00335**, to search the EDD files. On positive matches the EDD will provide the following the EDD ABS reports:
 - (1) Current Wage and Claim Abstract (DE 507)
 - (2) Client Address
 - (3) Current Unemployment Insurance (UI) Claim History (Up to 2 years old)
 - (4) Unemployment Insurance (UI) Claim History (2 to 4 years old)
 - (5) Current Disability Insurance (DI) Claim History (Up to 2 years old)
 - (6) Disability Insurance (DI) Claim History (2 to 4 years old)
- d. Process only the DE 8720HA forms that are completed to the EDD's specifications and mailed by the HA to the EDD's Document Management Group, at:

**Employment Development Department
Document Management Group, MIC 96
P. O. Box 826880
Sacramento, CA 94280-0001**

- e. Mail the ABS reports to the HA's staff person responsible for the dissemination of the EDD's confidential information to other HA staff:

Name and Title: Zenia Chavez, Housing Management Coordinator
Agency Name: Housing Authority of the County of Kings
Mailing Address: P.O. Box 355
Hanford, CA 93232

- f. Monitor and assess the status of the data to ensure that the terms, conditions, and disclosure constraints stipulated in this Agreement are followed. This compliance review is part of the EDD contract monitoring process.

2. The HA Agrees to:

- a. Request only the EDD information specifically authorized under this Agreement.
- b. Train all the HA staff authorized to use and request the EDD's confidential information under this Agreement, on the proper completion of the DE 8720HA.
- c. Submit only the names and SSNs of individuals who authorized the disclosure of specific information through valid consent forms as authorized under this Agreement. The HA shall maintain valid consent forms meeting the requirements of section §3544(b)(1), Title 42 of the USC, and the section §1798.24(b) of the California Civil Code. A valid consent authorization must be:
 - 1. In writing;
 - 2. Fully completed, signed and dated by the data subject;
 - 3. Presented to the EDD within 30 days of the date it is signed, or within the time limit specified in the consent authorization itself if a longer duration is applicable; and
 - 4. Specific in terms of:
 - a. To whom (**the EDD**) the consent authorization is directed;
 - b. To whom the information will be released;
 - c. The time period for the information requested; and
 - d. The type of information to be disclosed.
 - 5. State the purpose for the request and the benefit to the data subject.
- d. Submit all requests under the EDD Customer Code **E00335** and use the preparer code field on the DE 8720HA form for internal distribution purposes.
- e. Certify on the DE 8720 HA that a valid consent authorization, signed by the applicant, is retained in the applicant's file and will be made available to the EDD upon request, and that this certification constitutes actual authorization for the release of information.
- f. Request the ABS reports authorized in this Agreement on form(s) DE 8720HA, on an "as needed" basis. Mail the forms completed to the EDD specifications to:

Document Management Group, MIC 96
Employment Development Department
P. O. Box 826880
Sacramento, CA 94280-0001

- g. Use the specified ABS reports only for the purpose of verifying applicants' and tenants' eligibility for and continued entitlement to housing assistance in accordance with section 3544, Title 42 of the USC.
- h. Comply with the Unemployment Insurance Code (UIC) on any matters pertaining to the access, use, and/or release of data under this Agreement. Failure to comply with this provision shall be deemed a breach of this Agreement and shall be grounds for cancellation of this agreement.
- i. Oversee the HA staff in their use of confidential information received from the EDD.
- j. Instruct all the HA staff with access to the information provided by the EDD under this Agreement regarding the: (1) the confidential nature of the information; (2) the requirements of this Agreement; (3) the need to adhere to the security and confidentiality provisions outlined in Exhibit E – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in sections 1094 and 2111 of the UIC, the section 1798.55 of the California Civil Code, and section 502 of the California Penal Code.
- k. Ensure that all the HA staff assigned to work with the information provided by the EDD have signed the EDD Confidentiality Statement (Attachment E-1. Rev. 11-2021).
- l. Comply with section 603.9 Title 20 of the Code of Federal Regulations with respect to any of the EDD confidential information.
- m. Use the information provided by the EDD only as specifically authorized under this Agreement. Section 1095 (u) of the UIC prohibits a private collection agency from using any the EDD information the HA obtains under this Agreement. Therefore, nothing in this Agreement shall be construed to authorize or permit a private collection agency to use the EDD information for any purpose. Violation of this paragraph will be a basis for terminating the Agreement.
- n. Dispose of the EDD's confidential information using an approved method of confidential destruction.
- o. Not release the EDD's confidential information to any other public or private entity without the EDD's prior written consent.
- p. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit E, Section II, paragraphs (e) and (f).

- q. **Comply with all the provisions of this Agreement. Pursuant to federal law, if the HA fails to comply with any provision of this Agreement, *including timely payment of the EDD's costs under this Agreement*, this Agreement shall be suspended and no further disclosures will be made until the EDD is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Agreement will be cancelled and the HA shall surrender to the EDD all confidential information obtained under this Agreement which has not been previously returned to the EDD, and any other information relevant to the Agreement. 20 C.F.R. Part 603.10(c)(1).**

3. Joint Responsibilities. Both parties agree to:

- a. Designate staff to have primary responsibility for program liaison, coordination of activities, and to meet, when necessary, to further redefine specific program procedures.
- b. Not disclose any of the EDD or the HA information to any person or agency other than those authorize specifically under this Agreement.
- c. Cooperate fully and furnish such assistance as may be mutually agreed upon by the parties hereto as being necessary and appropriate for proper performance of this Agreement.

III. ACCURACY ASSESSMENT

Individual employers and claimants report the information in the EDD's files. Since the EDD is not the originator of the information disclosed, the EDD cannot guarantee the accuracy of the information.

I. BUDGET DETAIL AND PAYMENT PROVISIONS

- a. The maximum amount of this Agreement shall not exceed One Thousand One Hundred Ninety-Five Dollars and Twenty Cents (\$1,195.20).
- b. In consideration of the performance and completion of the foregoing in a satisfactory manner, and upon receipt of a detailed invoice, in triplicate, quarterly in arrears, the HA shall reimburse the EDD the total amount due, based on the following product rate structure:

Requested Products Rate Structure

If the cumulative number of requested products per quarter is:	Then the cost for Current Data and Archive Wages per requested product shall be:	Then the cost for Archive UI/DI Data per requested product shall be:
100 or less	\$ 1.0375	\$2.075
101 - 500	.4375	.875
501 or more	.25	.50

- c. The HA shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 6 products, depending on the types of ABS reports requested.
- d. The maximum amount of this Agreement has been computed, based on an estimated 12 SSNs per quarter (**billing will be at actual value based on volume**), as follows:

EDD ABSTRACT	FORMULA		COST
Current Wage & Claim (DE 507)	1 product	12 x 1.0375 x 12Q	\$149.40
Client Address	1 product	12 x 1.0375 x 12Q	\$149.40
Current DI Claim History	1 product	12 x 1.0375 x 12Q	\$149.40
DI Claim History (2-4 years)	1 product	12 x 2.075 x 12Q	\$298.80
Current UI Claim History	1 product	12 x 1.0375 x 12Q	\$149.40
UI Claim History (2-4 years)	1 product	12 x 2.075 x 12Q	\$298.80
Total for 3-year contract			\$1,195.20

- e. The EDD Invoices will reference the EDD Agreement No. **0000000311** and the EDD customer code **E00335**; and shall be submitted for payment to:

Mary Leach
Housing Authority of the County of Kings
P.O. Box 355
Hanford, CA 93230

- f. The HA payments must reference the EDD Invoice Number, the EDD Agreement No. **000000311**, and the EDD customer code **E00335**; and be submitted to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

- g. Payment will be made in accordance with, and within the time specified in, Title 1, Division 3.6, Part 3, Chapter 4.5 of the Government Code.
- h. Nothing herein contained shall preclude advance payments, pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

SPECIAL TERMS AND CONDITIONS

1. Force Majeure

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

2. Workforce Innovation and Opportunity Act

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, parts 37 and 38.

3. Termination

This Agreement may be terminated by either party by giving written notice 30 days' prior to the effective date of such termination.

4. Settlement of Disputes

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The HA must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of section §603.10, Title 20 of the Code of Federal Regulations.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement, the HA will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
 - **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
 - **California Civil Code §1798, et seq.** (Information Practices Act)
 - **California Penal Code §502** (Computer Fraud Act)
 - **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
 - **Title 42, U.S. Code §503** (Social Security Act)
 - **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)
- d. Agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements that meet section 5305.8 of the State Administrative Manual.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis, and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

- g. Immediately upon discovery, notify the EDD Information Security Office (ISO) at InformationSecurityOffice@edd.ca.gov, that there may have been a breach in security which has or may have resulted in the disclosure of confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach.

The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify the HA personnel responsible (name, title and contact information) for handling breach disclosures. **Please do not include any confidential information in the notification.**

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the HA under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
- Confidential nature of the EDD information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Agreement (Attachment E-1).
- d. Return the following completed documents to the EDD Contract Services Group:
- The EDD Indemnity Agreement (Attachment E-2): Required to be completed by the HA Chief Financial Officer or authorized Management Representative.
 - The EDD Statement of Responsibility Information Security Certification (Attachment E-3): Required to be completed by the Information Security Officer or authorized Management Representative.
- e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment E-1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (e) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to [§1137\(a\)\(5\)\(B\) of the Social Security Act](#).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under section 1094(b) of the UIC. Section §1095(u) of the UIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.

- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The HA shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
- g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the HA, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

EMPLOYMENT DEVELOPMENT DEPARTMENT

CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

_____ an employee of **Housing Authority of the County of Kings** _____
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

INITIAL Acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL Acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

INITIAL Acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

INITIAL Acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL Acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL Acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

INITIAL Agree to protect the following types of the EDD confidential and sensitive information:

<ul style="list-style-type: none"> • Wage Information • Employer Information • Claimant Information • Tax Payer Information 	<ul style="list-style-type: none"> • Applicant Information • Proprietary Information • Operational Information (manuals, guidelines, procedures)
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INITIAL Hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

“I certify that I have read and initialed the confidentiality statements printed above and will abide by them.”

 Print Full Name (last, first, MI)
Housing Authority of the County of Kings

 Print Name of Requesting Agency

 Signature

 Date Signed

Check the appropriate box:

<input type="checkbox"/> Employee	<input type="checkbox"/> Student
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Volunteer
<input type="checkbox"/> Other	

 Explain

**EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT**

In consideration of access to the EDD information which is personal, sensitive, or confidential,

Housing Authority of the County of Kings

(Enter Requesting Agency/Entity Name)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of:

Housing Authority of the County of Kings

(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

Sandra Jackson-Bobo

Print Full Name

Signature

As Executive Director

Print Title

Date Signed

Of Housing Authority of the County of Kings

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

**EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY
INFORMATION SECURITY CERTIFICATION**

We, the Executive Director and Housing Management Coordinator hereby certify that the Housing Authority of the County of Kings has in place the safeguards and security requirements stated in this Agreement meet the requirements of sections 13400 – 13407 of the California Government Code and sections 603.9 and 603.10 of Title 20 of the Code of Federal Regulations. The Housing Authority of the County of Kings therefore accepts responsibility for ensuring compliance with these requirements, as set forth in Exhibit “E” of the EDD Agreement No. 0000000311.

SIGNATURE

Sandra Jackson-Bobo

PRINT NAME

Executive Director

PRINT TITLE

(559) 582-2806 ext. 112

TELEPHONE NUMBER

Sjackson-bobo@hac.com

E-MAIL ADDRESS

DATE SIGNED

SIGNATURE

Zenia Chavez

PRINT NAME

Housing Management Coordinator

PRINT TITLE

(559) 582-2806 ext. 105

TELEPHONE NUMBER

Zchavez@hac.com

E-MAIL ADDRESS

DATE SIGNED

NOTE: *Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.*

FOR THE EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME

DATE RECEIVED

2. The EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR

DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: *The EDD must have a signed “Information Security Certification” in its possession prior to disclosure of any personal, confidential, or sensitive information to the HA of the County of Kings.*

MANAGEMENT REPORT

Prepared for the Board of Commissioners Special Meeting

February 24, 2022

1) The Occupancy Rates are as follows:

Section 8	536 23 Port In's
53-1 Hanford	4 Vacancies
53-2 Corcoran	5 Vacancies, 1 Pending Move-In
53-4 Armona	1 Vacancy
KC1 Armona	100% Occupied
KC2 Hanford	100% Occupied
Kettleman City	100% Occupied
Admin	1 Vacancy
Cameron Commons	3 Vacancies
Corcoran Station	5 Vacancies
Anchors	1 Vacancy
Lem / 198	2 Vacancies
Basil Home	100% Occupied Vacant
Lemoore Meyers Home	4 Vacancy

2) Progress Report – Capital Fund Program