

Board Members

Joe Neves, District 1 - Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4
Richard Fagundes, District 5 - Vice Chairman



Staff

Edward Hill, County Administrative Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, July 26, 2022
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

The meeting can be attended telephonically, on the Internet by clicking this link:
<https://countyofkings.webex.com/countyofkings/j.php?MTID=mbd87ea32ae2667b7b656a2c85b85f42a>
or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

WebEx will be available for access by 8:45 a.m.

Members of the public who wish to view/observe the meeting virtually can do so via the worldwide web at:
www.countyofkings.com and click on the "Join Meeting" button or by clicking this link:
<https://youtu.be/AJ52rEiA74Q>

Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. Email is not monitored during the meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Chad Fagundes - Koinonia Church
PLEDGE OF ALLEGIANCE

II. **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. Two (2) minutes are allowed for each item.



- III. APPROVAL OF MINUTES**
- A.** Report out of Closed Session from the regular meeting for July 19, 2022.
 - B.** Approval of the minutes from the regular meeting for July 19, 2022.

- IV. CONSENT CALENDAR**
- A. Sheriff's Office:**
 - 1. a. Consider authorizing the Sheriff's Office to purchase a bomb suit and helmet from MED-ING, LLC.
 - b. Adopt the budget change. **(4/5 vote required)**
 - B. Administration:**
 - 1. Consider appointing one member to the Kings County Behavioral Health Advisory Board.

- V. REGULAR AGENDA ITEMS**
- A. Child Support Services – Marie Waite**
 - 1. Consider adopting a Resolution proclaiming the month of August 2022 as Child Support Awareness Month in Kings County.
 - B. Community Development Agency – Chuck Kinney**
 - 1. Consider accepting the monthly report of Planning Commission's actions from their July 11, 2022 meeting.
 - C. Human Resources Department – Carolyn Leist**
 - 1. Consider authorizing the County Administrative Officer to sign the Side Letter of Agreement with the Probation Officers Association for longevity pay beginning July 25, 2022.
 - 2. a. Consider approving 3% longevity pay for the identified safety management classifications, excluding the Sheriff, effective July 25, 2022, pay period 16-2022;
 - b. Approve the Salary Resolution which reflects recommended and previously authorized classification and salary changes, and addition of longevity pay for identified safety management classifications.
 - D. Job Training Office – Lance Lippincott**
 - 1. a. Consider approving the Workforce Innovation and Opportunity Act Master Subgrant Agreement with the California Employment Development Department retroactively effective from April 1, 2022 through June 30, 2024;
 - b. Authorize the Director of Economic and Workforce Development to enter into any Agreements necessary to carry out this Master Subgrant Agreement and subsequent modifications unilaterally authorized by the California Employment Development Department.
 - E. Public Health Department – Rose Mary Rahn/Heather Silva**
 - 1. Consider adopting a Resolution proclaiming the month of August 2022 as National Breastfeeding Month in Kings County.
 - 2. a. Consider approving the Agreement with Valley Voices for COVID-19 education and prevention services retroactively effective from July 1, 2022, to June 30, 2023.
 - b. Authorize the Director of Public Health to amend the Agreement for non-substantiative changes and non-financial contractual changes without requiring further board approval.
 - 3. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.



VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII. CLOSED SESSION

- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]**

VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 2, 2022 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

August 2	9:00 AM	Regular Meeting
August 9	9:00 AM	Regular Meeting
August 16	9:00 AM	Regular Meeting
August 23	9:00 AM	Regular Meeting
August 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.

Board Members

Joe Neves, District 1 - Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4
Richard Fagundes, District 5 - Vice Chairman



Staff

Edward Hill, County Administrative Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, July 19, 2022
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Wilbert Keel – The Bright Light Community Church
PLEDGE OF ALLEGIANCE
MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON, CRAIG PEDERSEN
MEMBERS ABSENT: RICHARD FAGUNDES



II. 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. Two (2) minutes are allowed for each item.

UnChong Parry, Kings County Behavioral Health stated that a National Suicide Hotline has been created utilizing the number 988, anyone who is experiencing suicidal thoughts can call and be connected to a licensed therapist right away anywhere in the country. She stated that there is a local ad campaign on I Heart Radio and soon to be on Kings Area Transit Agency (KART) buses and bus stops to get the word out.

Bill Lynch, Kings County Fire Chief gave an update on personnel who are currently helping with the Agua and the Yosemite Fires in Mariposa County.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for July 12, 2022.

REPORT OUT: Diane Freeman, County Counsel stated that the Board in closed session on July 12, 2022 appointed Carolyn Leist to the position of Human Resources Director effective July 25, 2022 and will be setting the compensation in open session today. (RV, DV, CP-Aye, JN, RF-No)

B. Approval of the minutes from the regular meeting for July 12, 2022.

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

IV. CONSENT CALENDAR

A. Human Resources Department:

1. Consider approving the amended job specification for Assistant Assessor/Clerk/Recorder.

B. Human Services Agency:

1. a. Consider approving the Kings County Assembly Bill 2083 Memorandum of Understanding for the implementation of an interagency system of care between Human Services Agency, Behavioral Health, Probation Department, Kings County Office of Education, and the Central Valley Regional Center, effective from July 19, 2022 to June 29, 2025;
- b. Authorize the Director of the Human Services Agency, the Director of Behavioral Health, and the Chief Probation Officer of the Probation Department to sign the Memorandum of Understanding. **[AGMT 22-113]**
2. a. Consider approving the Agreement with Kings Community Action Organization to provide Medi-Cal/CalFresh application and retention services effective July 19, 2022, to June 30, 2023; **[AGMT 22-114]**
- b. Approve the Agreement with Kings County Commission on Aging to provide Medi-Cal/CalFresh application and retention services effective July 19, 2022, to June 30, 2023; **[AGMT 22-115]**
- c. Approve the Agreement with Kings County Office of Education to provide Medi-Cal/CalFresh application and retention services effective July 19, 2022, to June 30, 2023. **[AGMT 22-116]**

C. Probation Department:

1. Consider approving the Memorandum of Understanding with the Kings County Job Training Office for rehabilitative services retroactively effective July 1, 2022 to June 30, 2023. **[AGMT 22-117]**

D. Public Works Department:

1. a. Consider authorizing the Public Works Director to sign the special use Agreement with the Kings County Sheriff's Posse for complete closure of Burris Park on September 10, 2022, for the annual Crab Feed;



- b. Authorize the Public Works Director to approve non-substantive changes, including date changes, to the special use Agreement with the concurrence of County Counsel.
[AGMT 22-118]

E. Administration:

1. Consider adopting a Resolution approving the financing and the issuance of up to \$16,000,000 in revenue bonds by the California Public Finance Authority for The Aspire, LP for The Aspire Apartments. **[RESO 22-051]**
2. Consider adopting a Resolution continuing to declare a local emergency due to drought conditions in Kings County. **[RESO 22-053]**

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

V. REGULAR AGENDA ITEMS

A. Department of Finance – James Erb

1. Consider authorizing the Director of Finance to prefund the FY22/23 CalPERS Miscellaneous and Safety contributions with proceeds from a 3.0% Note purchased by the Kings County Investment Pool, dependent on approval of the appropriation for the 2022/2023 UAL in the proposed budget.

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

B. Public Health Department – Rose Mary Rahn

1. Consider re-appointing six members and appoint one new member of the Commission to two-year terms as indicated in the Kings County Ambulance Commission By-Laws.

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

**C. Administration – Edward Hill/Kyria Martinez
Chemical Waste Management – Bob Henry**

1. Consider accepting the report from Chemical Waste Management.

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

2. Consider setting the compensation of Carolyn Leist as the Human Resources Director effective July 25, 2022.

ACTION: APPROVED AND SET THE SALARY AT \$12,976 PER MONTH EFFECTIVE JULY 25, 2022. (CP, DV, RV, JN-Aye, RF-Absent)

3. Consider authorizing the use of American Rescue Plan Act funding in the amount of \$6,000,000 for the Small Business Assistance Program.

ACTION: APPROVED TO INCLUDE \$25,000 FOR JOB TRAINING OFFICE PROGRAM ADMINISTRATIVE COSTS OFFSET FROM THE \$6 MILLION ALLOCATION AS PRESENTED (DV, RV, JN-Aye, CP-No, RF-Absent)

VI. STUDY SESSION

A. Administration – Edward Hill/ Domingo Cruz

Kings County Association of Governments – Terri King

1. Receive information and update on proposed investment options for the Regional Transportation Plan and Sustainable Communities Strategy.

The Board received an update and no official action was taken.

VII. 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 will be attending the National Association of Counties meeting in Colorado July 20-24, 2022.

Supervisor Verboon stated that he attended the California Association of Councils of Government meeting, toured the People's Cannabis in Lemoore with Supervisor Valle and learned about their processes.

Supervisor Valle stated that he toured People's Cannabis with Supervisor Verboon, attended the Corcoran City Council meeting where the homeless overtaking John Maroot Park and the negative impacts on the residents around the park was discussed.

Supervisor Neves stated that he attended the CalVans meeting, attended the Lemoore Little League game, attended the Laton Portuguese fundraiser, attended Kings County Homelessness Collaborative meeting.

- ◆ **Board Correspondence: Edward Hill stated that the Board received correspondence dated July 15, 2022, from El Dorado Irrigation District to the State Water Resources Control Board Division of Water Rights regarding a Petition for Change Involving Water Transfer under License 2184 and received correspondence, from Habitat for Humanity of Kings and Tulare Counties regarding tax deductible contributions.**
- ◆ **Upcoming Events: Edward Hill stated the City of Hanford is hosting Movies in the Park on July 29, 2022, admission is free and Disney's The Jungle Cruise will be shown and the movie begins at dusk at Civic Park; and the City of Hanford is hosting Dive In Theatre at the Hanford Plunge on July 22, 2022 at 7:30 p.m. the movie will be The Addams Family 2. The movie begins at dusk and the cost is \$3 per person. Call 559-585-2525 for more information. Hanford Multicultural Theater Company is hosting a one-week summer workshop for Improv and Acting for Kids ages 11-15, the workshop is from July 25-29, 2022 from 9:00 a.m. – 12:00 p.m. at 14060 Hackett Street in Hanford and you can sign up at HanfordMTC.com. Annual fee for entire family registration is \$25. Kings Art Center will be hosting an Evening of the Arts on Friday, August 5, 2022, from 6:30 p.m. - 8:00 p.m. at 605 N. Douty Street in Hanford. Admission is free! There will be a Public Safety Appreciation Luncheon hosted by Greater Kings County Chamber of Commerce and Hanford Chamber of Commerce on August 10, 2022 at the Hanford Civic Auditorium located at 400 N. Douty Street in Hanford. The event will take place at 12:00 p.m. and tickets are \$20. Tickets can be purchased on Eventbrite or through the website at hanfordchamber.com The Hanford Chamber of Commerce will be hosting Biz Ball Pickleball Tournament on Saturday, August 27, 2022, at 7:00 p.m. at the Hanford Pickleball Courts located at 1010 W. Grangeville Boulevard in Hanford. Registration is \$60 per team and one of the players must be employed by a local business.**
- ◆ **Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration - Appointments to the Behavioral Health Advisory Board; Child Support Services - Adopt a Resolution Proclaiming August 2022 as Child Support Awareness Month; Community Development Agency - monthly reporting of Planning Commission's Actions; Public Health Department - has one item for consideration to adopt a Resolution proclaiming the month of August 2022 as National Breastfeeding Month; Human Resources - request for authorization to have a side letter of agreement with the Probation Officers Association for Longevity Pay signed and adopt a Salary Resolution and Longevity Pay for Identified Safety Management Classifications; Job Training Office - approval of the Workforce Innovation and Opportunity Act Master Subgrant Agreement for fiscal year 2022-23; Sherriff's Office - airplane engine overhaul purchase and a bomb suit and helmet purchase.**



VIII. CLOSED SESSION

- ♦ **Litigation initiated formally: Title:**
Southern California Edison Company v. California State Board of Equalization, et al. Orange County Superior Court Case No. 30-2022-01258057-CU-MC-CJC
[Govt. Code Section 54956.9 (d)(1)]

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, July 26, 2022 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

July 26	9:00 AM	Regular Meeting
August 2	9:00 AM	Regular Meeting
August 9	9:00 AM	Regular Meeting
August 16	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 July 26, 2022

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: BOMB SUIT AND HELMET PURCHASE

SUMMARY:

Overview:

The Kings County Sheriff's Office requests authorization to purchase of a bomb suit and helmet from MED-ING, LLC.

Recommendation:

- a. Authorize the Sheriff's Office to purchase a bomb suit and helmet from MED-ING, LLC.
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The purchase will be made from the Sheriff's Office Operations budget from the capital asset account line item (222000-94000). The total cost of the bomb suit and helmet are not to exceed \$43,000. The fiscal year 2019 State Homeland Security Grant Program (SHSGP) will reimburse the Sheriff's Office for \$34,052 for this purchase. The remaining cost of the purchase will be reimbursed from the Sheriff's Office Federal Justice Asset Forfeiture fund (Fund 100807). The revenue will be recognized on the Sheriff's Operations Revenue Transfer-in line item (222000-89000). There is no fiscal impact to the general fund for this purchase. The budget transfer will occur after final adoption of the Fiscal Year 2022-23 budget on August 9, 2022.

BACKGROUND:

In 2018, your Board approved an MOU for the Central Valley Regional Bomb Squad. The Kings County Sheriff's Office has one deputy assigned to the Central Valley Regional Bomb Squad which is comprised with members from Tulare County Sheriff's Office, Visalia Police Department and Kings County Sheriff's Office. The deputy helps to facilitate a safe and efficient response to incidents concerning explosive ordnance. Proper safety equipment is necessary for the safety of the deputy, other squad members and the community. The Sheriff's Office is requesting to purchase a bomb suit and helmet from MED-ING, LLC.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

COUNTY OF KINGS PURCHASING DEPARTMENT SOLE SOURCE JUSTIFICATION

This form must accompany any requisition whenever a sole source purchase is requested. State and local laws subject the County of Kings to competitive bidding requirements. Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the requestor and forwarded to the County's Purchasing Manager.

The Purchasing Manager will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal, state or federal audit.

1. Please check all applicable categories (a through d) below and provide additional information where indicated.

- a. The requested product is an integral repair part or compatible only with *existing* equipment

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value \$

- b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.

- c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.

- d. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary.

KCSO participates on the Central Valley Regional Bomb Squad. This is a multi-jurisdictional task force based out of Tulare County area. We have one member on this squad. If there were a bomb incident in Kings County, this is the bomb squad that would be responding. They are accustomed to using this particular type of bomb suit in their trainings and incident response. This is the vendor that the task force uses and that our deputy was able to try on to ensure proper fitting. There are no local vendors where KCSO could try these on to ensure that they fit.


3. Was an evaluation of other equipment, products, or services completed? Yes No

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase.

Commander David Dodd, Deputy Christopher Faiman, Visalia Police Department, Cassandra Bakker

5. I certify that the above information is true and a signed copy of the Sole Source Justification Form will be kept on file and available for audit in my department. I further certify that myself, or anyone else participating in the decision to recommend this sole source purchase, do not have a personal or business relationship nor financial interest in the suggested vendor.

Signature		Printed Name and Title	Date
		Cassandra Bakker, Fiscal Analyst	7/19/22

Purchasing Manager: Approved as written Rejected Signed DocuSigned by:
 7/19/2022

Evan Jones, Purchasing Manager
8822368803044A2...



MED-ENG, LLC.
 103 Tulloch Drive
 Ogdensburg, NY 13669, USA
 Toll Free: 1-855-633-3649
 Tel: 1-613-482-8835
 Fax: 1-613-482-4991
 med-engsales@safariland.com
www.med-eng.com

QUOTATION

Quote ID
 QUO-08471-X9C6K4

Customer ID
 3005452

Customer:	Kings County Sheriff Office 1444 W Lacey Blvd Hanford CA US 93230-5905	Ship To:	Kings County Sheriff Office
Contact:	David Dodd		

Date	Payment Terms	Lead Time *	Expiry Date	Inco term	End user	Currency
6/29/22	Net30 - \$0.00	20 Wks A.R.O.	9/27/22	DDP - CA	Kings County Sheriff's Office	US Dollar

Item No.	Part Number	Quantity	Unit	Unit Price	Discount	Total Price
1.	8002578	1.00000	EA	\$20,921.00		\$20,921.00
	Suit EOD 10E Olive Drab Medium					
	NSN: 8470-01-687-9093					
2.	8002581	1.00000	EA	\$16,889.00		\$16,889.00
	EOD 10E Helmet Pkg, Olive Drab					
	NSN: 8470-01-687-9087					

*** Lead time subject to change due to product availability at time of order**

MED-ENG, LLC will not be bound by any additional terms and conditions, whether contained in a purchase order or other document, unless expressly agreed to by MED-ENG, LLC in writing or within our order acknowledgement. Delivery of product is subject to raw material availability. MED-ENG, LLC Terms and Conditions of Sale apply. These terms can be viewed at www.med-eng.com

Supplement One to Med-Eng Terms and Conditions of Sale:
 In connection with the current and evolving COVID-19 pandemic, Med-Eng hereby notifies customer that the lead time and/or delivery dates identified in the quote, and subsequent Med-Eng order acknowledgement, may be subject to change. Accordingly, in accordance with Article 4.0 Delivery and Acceptance, and 15.2 Conditions, Med-Eng's lead times and/or delivery dates are subject to change, as determined solely by Med-Eng, and, by issuance of an order, customer hereby accepts any such change to the lead time and/or delivery dates as conveyed by Med-Eng.



MED-ENG, LLC.
103 Tulloch Drive
Ogdensburg, NY 13669, USA
Toll Free: 1-855-633-3649
Tel: 1-613-482-8835
Fax: 1-613-482-4991
med-engsales@safariland.com
www.med-eng.com

QUOTATION

3. 8001061 1.00000 EA \$862.00 \$862.00

BB-2590 Battery W/Charger Kit
Contains a single BB-2590 Rechargeable Li-Ion Battery; 4.4" (112mm) x 2.4" (61mm) x 5.0" (127mm), weight 3.9 lb (1.8 kg). It has a state of charge indicator on the top and uses the floating U.S. Army connector. Total Voltage is 24.0V (2 sections 12.0V each). Maximum Voltage 31.0V (2 sections 15.5V each). Capacity in 24V Mode: 4.9 Ah, 12 12V Mode: 9.8 Ah. A single medium rate charger is included.

NSN: N/A

Sub-Total:	\$38,672.00
Total Discount:	\$0.00
Total Freight Amount:	\$230.00
Total Misc Amount	\$0.00
Total Sales Tax:	\$0.00
Total Amount:	\$38,902.00

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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
General Fund	Sheriff Operations	Capital Assets	100000	222000	94000	\$43,000
TOTAL						\$43,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff Operations	Revenue Transfer in	100000	222000	89000	\$43,000
TOTAL						\$43,000

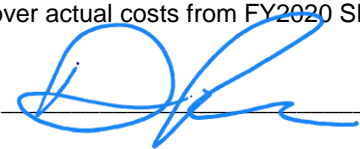
(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TO BE TRANSFERRED OUT
TOTAL						\$0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TRANSFERRED IN
TOTAL						\$0

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

To cover the costs of the Bomb Suit & Helmet purchase - revenue will be transferred in to cover actual costs from FY2020 SHSGP & Sheriff Asset Forfeiture funds

Dept. of Finance Approval _____ Department Head  _____

Administration Approval _____ Board Approval _____

BOS meeting date _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 26, 2022

SUBMITTED BY: Administration – Edward Hill

SUBJECT: APPOINTMENTS TO THE KINGS COUNTY BEHAVIORAL HEALTH
ADVISORY BOARD

SUMMARY:

Overview:

When a vacancy occurs on any board, commission, or committee over which a legislative body has appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and the local library before an appointment can be made. The legislative body shall not make a final appointment for at least 10 working days after the posting of a vacancy notice. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments. Currently, there are four vacated seats for the Kings County Behavioral Health Advisory Board and one application was received.

Recommendation:

Appoint one member to the Kings County Behavioral Health Advisory Board.

Fiscal Impact:

None.

Advisory Board Statement:

The Kings County Behavioral Health Advisory Board has approved the appointment of the applicant and is recommending the appointment of James Green-Hill today.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPOINTMENTS TO THE KINGS COUNTY BEHAVIORAL HEALTH ADVISORY BOARD

July 26, 2022

Page 2 of 2

BACKGROUND:

Criteria for appointment if a vacancy occurs: The Board will consist of thirteen (13) members, all appointed by the Board of Supervisors as follows:

- One (1) member shall be a member of the Board of Supervisors; and
- Three (3) members shall be appointed by the Board of Supervisors (County Agency appointments); and
- Nine (9) members shall be Community at large appointments, of which should consist of consumers or the parents, spouse, or adult children of consumers, who are receiving or have received mental health services. At least six (6) of the total membership shall be consumers, at least two (2) shall be families of consumers, and one (1) community at large, family member of a consumer, youth)

The purpose of the Kings County Behavioral Health Advisory Board is to review and evaluate the community's mental health, prevention, intervention and treatment services, facilities and related special problems; review proposed County Agreements for mental health and alcohol and other drug (AOD) services; advise the Board of Supervisors, the local Behavioral Health Administration Director and AOD Program Administrator as to any aspect of the local mental health AOD programs; review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process; submit an annual report to the Board of Supervisors on the needs and performance of the County's mental health system; review and make recommendations to the Board of Supervisors on applications for appointment of a local director of mental health services; sponsor and/or endorse Prevention/Intervention events and activities in the community; assess the impact of the realignment of services from the State to the County, on services delivered to clients in the local community; and other duties as assigned or delegated by the Board of Supervisors.

Applications received:

James Green-Hill – Community at large/Consumer representative



KINGS COUNTY BEHAVIORAL HEALTH ADVISORY BOARD

Michael Dey, Chair
Vacant, Board Member
Wendy Osikafo, Board Member
Jean Scanlan, Board Member
Greg Blevins, Board Member

Scott Holwell, Vice Chair
Joe Neves, Board Member
Vacant, Board Member
Keith Fagundes, Board Member

Ken Baird, Board Member
Gloria Rede, Board Member
Vacant, Board Member
Amanda Martin, Board Member

June 30, 2022

Kings County Board of Supervisors
Kings County Government Center
1400 West Lacey Boulevard
Hanford CA 93230

Chairman Neves and Members of the Board:

This letter is to advise you that an application has been received from James Green-Hill.

The Advisory Board discussed the application and recommended that your Board appoint Mr. Hill in the following category: Consumer

An overview of the Health & Safety Code (§5604 (a) 1) for Mental Health Boards states: "Fifty percent (50%) of the board membership shall be consumers or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services. At least seven (7), fifty percent (50%) of the 13 members, shall be consumers or the parents, spouse, sibling, or adult children of consumers, who are receiving or have received mental health services. At least twenty percent (20%) of the total membership shall be consumers, and at least twenty percent (20%) shall be families of consumers."

It is recommended that your Board approve this application for membership on the Behavioral Health Advisory Board. This appointment meets the criteria of Health & Safety Code §5604 (a) 1. A copy of the application is attached for your review.

Sincerely,

Christine Coffey

1F3DCEE2D1215AB5FEBAD2C3ECF17E6E

readysign

Christine Coffey
Secretary to the Board
(559) 852-2372
Christine.Coffey@co.kings.a.us

460 Kings County Dr. Suite 101 Hanford, California 93230
TEL (559) 852-2444
FAX (559) 589-6916

COMMITTEE MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee:
(Please Print)

KINGS COUNTY BEHAVIORAL HEALTH BOARD

NAME: [REDACTED]

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

CITY: HANFORD

DATE OF BIRTH: [REDACTED]

Email address: [REDACTED]

Length of Residency in Kings County: 21 years

Supervisorial District:

Occupation: Cosmetologist / Pastry Chef / Baker

Education: High school plus college

Affiliations: The Oak Wellness Center

Reason(s) for seeking appointment: To join the Behavioral Health Board Committee

[REDACTED]

Signature

4-8-22

Date

RETURN COMPLETED FORM TO:

Kings County Board of Supervisors
Attn: Clerk of the Board
1400 West Lacey Boulevard
Hanford CA 93230
(559) 582-3211 ext 2362

For Inquiries Phone:

~~~~~  
The Committee Coordinator has reviewed application.

\_\_\_\_\_  
Signature



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM July 26, 2022

**SUBMITTED BY:** Child Support Services – Marie Waite

**SUBJECT:** RESOLUTION PROCLAIMING AUGUST 2022 AS CHILD SUPPORT AWARENESS MONTH

### **SUMMARY:**

#### **Overview:**

The annual observance of Child Support Awareness Month began in 1983 by Congress. Proclamation 6814, by President William J. Clinton in 1995, recognized the importance of child support programs and the professionals who operate them which ensures the children receive the necessary financial support to lead secure and healthy lives. Twenty-seven years later, child support professionals are still celebrating August as Child Support Awareness Month. This year's theme is "One Size Does Not Fit All".

#### **Recommendation:**

**Adopt a Resolution proclaiming the month of August 2022 as Child Support Awareness Month in Kings County.**

#### **Fiscal Impact:**

None.

### **BACKGROUND:**

California's child support program works with parents and guardians to ensure children and families receive the support they need during these difficult times. Today's California child support program is using new technology which expands the ability of child support staff to assist child support customers. Working collaboratively with local child support agencies, the courts, county health and human services entities, employers and various state and federal agencies, Child Support Services is using technology to make it easier and faster to locate individuals and collect child support which reduces delays of payments to families.

(Cont'd)

**BOARD ACTION :**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **RESOLUTION PROCLAIMING AUGUST 2022 AS CHILD SUPPORT AWARENESS MONTH**

**July 26, 2022**

**Page 2 of 2**

This year's theme for Child Support Awareness Month is "One Size Does Not Fit All" which focuses on the benefits of the child support program for a wide range of situations and recognizes that every parent we serve has a unique story. Child Support Services strives to provide exactly what will fit our customer's needs.

The staff of Kings County Child Support Services requests that your Board adopt a Resolution proclaiming August 2022 as Child Support Awareness Month.

This Resolution has been reviewed and approved by County Counsel as to form.

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

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING  
AUGUST 2022 AS CHILD SUPPORT  
AWARENESS MONTH IN KINGS COUNTY \_\_\_\_\_/

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the month of August 2022 is Child Support Awareness Month and the theme is “One Size Does Not Fit All”;

**WHEREAS**, California’s children have a right to receive emotional and financial support from both of their parents;

**WHEREAS**, California is strongly committed to promoting the health and well-being of all of California’s children by ensuring co-parents pay child support on a regular and timely basis, and encouraging all parents to have a loving and supportive relationship with their children;

**WHEREAS**, California is a national leader in the amount of child support collected from co-parents, establishing paternity and caseload size, resulting in the distribution of more than \$1.6 billion in child support in 2019, thereby benefitting the children involved in 1,130,263 child support cases;

**WHEREAS**, “Child Support Awareness Month” celebrates California’s nationally recognized record of providing services for co-parents and their children;

**WHEREAS**, Child Support Services is continually changing to meet the needs of our community, which are continually changing as well;

**WHEREAS**, awareness of the needs of children and the responsibility of their parents to provide for the support of their children benefits all Californians; and

**WHEREAS**, we must rededicate ourselves to the task of putting our youngest and most vulnerable citizens first.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Board of Supervisors of the County of Kings, State of California, that August 1, 2022 through August 31, 2022 is proclaimed as Child Support Awareness Month and all citizens are urged to observe this month by helping our families, friends, neighbors, co-workers, and leaders better understand the value of Child Support Services.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the 26th day of July 2022, by the following vote:

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

---

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

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

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 July 26, 2022

**SUBMITTED BY:** Community Development Agency – Chuck Kinney

**SUBJECT:** MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

**SUMMARY:**

**Overview:**

Report of any actions by the Planning Commission during the most recent meeting.

**Recommendation:**

Accept the monthly report of Planning Commission's actions from their July 11, 2022 meeting.

**Fiscal Impact:**

None.

**BACKGROUND:**

At a regular meeting held Monday, July 11, 2022, the Kings County Planning Commission reviewed the following:

**ACTIONS AS THE PLANNING COMMISSION**

**CONDITIONAL USE PERMIT NO. 21-06 (SANDRIDGE PARTNERS, L.P.)** - The applicant is proposing to construct and operate a beef harvesting plant. The project site is to be located at 19868 Jackson Avenue, Lemoore.

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

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 July 26, 2022

**SUBMITTED BY:** Human Resources – Carolyn Leist

**SUBJECT:** SIDE LETTER OF AGREEMENT WITH THE PROBATION OFFICERS ASSOCIATION FOR LONGEVITY PAY

**SUMMARY:**

**Overview:**

The County's Memorandum of Understanding with the Probation Officers Association (POA) was approved with a term beginning November 1, 2021, which included a reopener to continue discussions regarding longevity pay. Negotiations began on June 28, 2022, and the parties have reached an agreement. The agreement has been ratified by the POA membership, and staff recommends approval by the Board of Supervisors.

**Recommendation:**

Authorize the County Administrative Officer to sign the Side Letter of Agreement with the Probation Officers Association for longevity pay beginning July 25, 2022.

**Fiscal Impact:**

The cost of longevity pay for the Probation Officers Association for the remainder of this fiscal year 22/23 is approximately \$44,191 and will be absorbed in the Probation Department's budget. However, the cost could be higher, dependent upon anticipated CalPERS retirement rate increase and Social Security costs with the higher salaries implemented this fiscal year.

**BACKGROUND:**

The Memorandum of Understanding with the POA was approved with a term beginning November 1, 2021 and ending June 30, 2023. This agreement included a reopener to continue discussions regarding longevity pay. The County began negotiations regarding longevity pay with the POA on June 28, 2022. The parties met and

(Cont'd)

**BOARD ACTION :**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **SIDE LETTER OF AGREEMENT WITH THE PROBATION OFFICERS ASSOCIATION FOR LONGEVITY PAY**

**July 26, 2022**

**Page 2 of 2**

conferred in good faith and reached an agreement. Effective July 25, 2022 (beginning Pay Period 16-2022), employees who have completed ten years of continuous, full-time service with the County in an allocated position shall, in addition to their salary, receive longevity pay in the amount of three percent (3%). The agreement has been ratified by the POA membership. The Side Letter Agreement is attached.







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM July 26, 2022

**SUBMITTED BY:** Human Resources – Carolyn Leist

**SUBJECT:** SALARY RESOLUTION UPDATE AND LONGEVITY PAY FOR IDENTIFIED SAFETY MANAGEMENT CLASSIFICATIONS

**SUMMARY:**

**Overview:**

Periodically the Salary Resolution is updated to reflect negotiated Memorandum of Understanding (MOU) agreements with various bargaining units, classification and compensation changes, and the addition and deletion of positions. This update includes miscellaneous additions/deletions and classification activity approved by the Board of Supervisors since the last Salary Resolution. This update also reflects longevity pay for identified safety management classifications.

**Recommendation:**

- a. Approve 3% longevity pay for the identified safety management classifications, excluding the Sheriff, effective July 25, 2022, pay period 16-2022;
- b. Approve the Salary Resolution which reflects recommended and previously authorized classification and salary changes, and addition of longevity pay for identified safety management classifications.

**Fiscal Impact:**

The cost of longevity pay for the fifteen members identified as safety management employees for the remainder of this fiscal year 22/23 is approximately \$69,168 and will be absorbed by each respective department's budget.

**BACKGROUND:**

The County and Deputy Sheriff's Association (DSA) entered into a side letter agreement for 3% longevity pay, which was authorized for signature by the Board of Supervisors and signed on June 21, 2022. The Probation

(Cont'd)

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **SALARY RESOLUTION UPDATE AND LONGEVITY PAY FOR IDENTIFIED SAFETY MANAGEMENT CLASSIFICATIONS**

**July 26, 2022**

**Page 2 of 2**

Officers Association (POA) ratified an agreement for 3% longevity pay. The side letter agreement is before the Board of Supervisors on the same date as this agenda item. Longevity pay is recommended for DSA and POA safety management, excluding the Sheriff, to be consistent with the personnel who oversee the employees of these respective bargaining groups. The safety management classifications listed below who have completed ten years of continuous, full-time service (20,800 service hours) with the County in an allocated position shall, in addition to their salary, receive longevity pay in the amount of three percent (3%). Longevity pay for those employees who are eligible, shall become effective no later than the full pay period following the completion of the required period of continuous service. The proposed longevity pay would be effective July 25, 2022 (Pay Period 16-2022).

| <b>DSA Management</b>                          | <b>POA Management</b>          |
|------------------------------------------------|--------------------------------|
| Assistant Chief District Attorney Investigator | Chief Probation Officer        |
| Assistant Sheriff                              | Deputy Chief Probation Officer |
| Chief District Attorney Investigator           | Probation Division Manager     |
| Sheriff's Commander                            |                                |

The Salary Resolution will include miscellaneous additions/deletions, classification activity, and language regarding longevity pay, along with all other activity previously approved by the Board of Supervisors since the last Salary Resolution approved on June 21, 2022. The Salary Resolution is attached with all additions highlighted in red and underlined, and any deletions marked with a strikethrough.



**SECTION II - Middle Management & Confidential Employees**

## CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

| <u>Code</u> | <u>Class Title</u>                                | <u>Effective<br/>Salary<br/>Range<br/>Number</u> | <u>9/20/2021<br/>Approx.<br/>Monthly<br/>Salary</u> | <u>Effective<br/>Salary<br/>Range<br/>Number</u> | <u>7/11/2022<br/>Approx.<br/>Monthly<br/>Salary</u> |
|-------------|---------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|
| D72         | Accountant-Auditor                                | 227.0                                            | 5753-7022                                           | 230.0                                            | 5928-7235                                           |
| D46         | Administrative Analyst I                          | 207.0                                            | 4715-5753                                           | 210.0                                            | 4857-5928                                           |
| D38         | Administrative Analyst II                         | 222.0                                            | 5472-6680                                           | 225.0                                            | 5639-6883                                           |
| D24         | Administrative Analyst III                        | 237.0                                            | 6356-7757                                           | 240.0                                            | 6549-7992                                           |
| D104        | Animal Services Manager                           | 217.0                                            | 5207-6356                                           | 220.0                                            | 5365-6549                                           |
| <b>D55</b>  | <b>Assistant Assessor/Clerk/Recorder*</b>         | <b>257.0</b>                                     | <b>7757-9464</b>                                    | <b>260.0</b>                                     | <b>7992-9752</b>                                    |
| D127        | Assistant Chief District Attorney Investigator    | 251.0                                            | 7308-8916                                           | 254.0                                            | 7530-9185                                           |
| D10         | Assistant County Counsel (1)                      | 292.0                                            | 10989-13409                                         | 295.0                                            | 11322-13815                                         |
| D52         | Assistant Director of Child Support Svcs (1)      | 257.0                                            | 7757-9464                                           | 260.0                                            | 7992-9752                                           |
| D20         | Assistant Director of Finance—Accting Div. (1)    | 260.5                                            | 8032-9800                                           | 263.5                                            | 8277-10097                                          |
| D09         | Assistant Director of Finance—Treasury Div. (1)   | 260.5                                            | 8032-9800                                           | 263.5                                            | 8277-10097                                          |
| D136        | Assistant Director, Human Services (1)            | 273.5                                            | 9140-11154                                          | 276.5                                            | 9417-11492                                          |
| D143        | Assistant Director of Public Health               | 257.0                                            | 7757-9464                                           | 260.0                                            | 7992-9752                                           |
| D131        | Assistant District Attorney (1)                   | 279.5                                            | 9703-11840                                          | 282.5                                            | 9998-12199                                          |
| D105        | Assistant Fire Chief (1)                          | 264.0                                            | 8318-10147                                          | 267.0                                            | 8570-10455                                          |
| D14         | Assistant Sheriff (1)                             | 283.5                                            | 10097-12321                                         | 286.5                                            | 10403-12693                                         |
| D138        | Auditor-Accountant                                | 227.0                                            | 5753-7022                                           | 230.0                                            | 5928-7235                                           |
|             |                                                   |                                                  |                                                     |                                                  |                                                     |
| D45         | Battalion Chief (Operations) (2)                  | 244.5                                            | 6850-8360                                           | 247.5                                            | 7056-8613                                           |
| D45         | Battalion Chief (Training/Prevention)             | 244.5                                            | 6850-8360                                           | 247.5                                            | 7056-8613                                           |
| D25         | Building Maintenance Superintendent               | 249.5                                            | 7200-8785                                           | 252.5                                            | 7417-9050                                           |
|             |                                                   |                                                  |                                                     |                                                  |                                                     |
| D50         | Chief Appraiser                                   | 231.0                                            | 5987-7308                                           | 234.0                                            | 6169-7530                                           |
| D93         | Chief District Attorney Investigator              | 261.0                                            | 8072-9849                                           | 264.0                                            | 8318-10147                                          |
| D06         | Chief Engineer                                    | 267.5                                            | 8613-10507                                          | 270.5                                            | 8871-10826                                          |
| D89         | Child Support Program Manager                     | 227.0                                            | 5753-7022                                           | 230.0                                            | 5928-7235                                           |
| D84         | Clerk of the Board of Supervisors (1)             | 227.0                                            | 5753-7022                                           | 230.0                                            | 5928-7235                                           |
| D68         | Clerk/Recorder Manager                            | 219.5                                            | 5337-6517                                           | 222.5                                            | 5500-6713                                           |
| D117        | Clinical Program Manager                          | 240.0                                            | 6549-7992                                           | 243.0                                            | 6748-8235                                           |
| D82         | Compliance and Standards Officer                  | 201.5                                            | 4463-5446                                           | 204.5                                            | 4599-5611                                           |
|             |                                                   |                                                  |                                                     |                                                  |                                                     |
| D40         | Deputy Ag Commissioner                            | 223.0                                            | 5528-6748                                           | 226.0                                            | 5696-6952                                           |
| D39         | Deputy Ag Commissioner-Sealer                     | 239.0                                            | 6484-7913                                           | 242.0                                            | 6680-8154                                           |
| D35         | Deputy Chief Probation Officer                    | 257.5                                            | 7795-9511                                           | 260.5                                            | 8032-9800                                           |
| Q20         | Deputy Clerk to the Board of Supervisor I         | 188.0                                            | 3902-4761                                           | 191.0                                            | 4021-4905                                           |
| Q19         | Deputy Clerk to the Board of Supervisor II        | 198.0                                            | 4311-5259                                           | 201.0                                            | 4441-5418                                           |
| D48         | Deputy County Administrative Officer              | 257.0                                            | 7757-9464                                           | 260.0                                            | 7992-9752                                           |
| D87         | Deputy County Counsel I                           | 224.5                                            | 5611-6850                                           | 227.5                                            | 5782-7056                                           |
| D85         | Deputy County Counsel II                          | 239.5                                            | 6517-7953                                           | 242.5                                            | 6713-8195                                           |
| D18         | Deputy County Counsel III                         | 259.5                                            | 7953-9703                                           | 262.5                                            | 8195-9998                                           |
| D28         | Deputy County Counsel IV                          | 269.5                                            | 8785-10719                                          | 272.5                                            | 9050-11045                                          |
| D125        | Deputy Director Behavioral Health (1)             | 243.0                                            | 6748-8235                                           | 246.0                                            | 6952-8485                                           |
| D115        | Deputy Director – Building Official (1)           | 267.0                                            | 8570-10455                                          | 270.0                                            | 8828-10773                                          |
| D118        | Deputy Director, Economic & Workforce Development | 262.0                                            | 8154-9948                                           | 265.0                                            | 8401-10249                                          |
| D16         | Deputy Director, Human Services (1)               | 266.5                                            | 8526-10403                                          | 269.5                                            | 8785-10719                                          |
| D112        | Deputy Director – Planning                        | 267.0                                            | 8570-10455                                          | 270.0                                            | 8828-10773                                          |
| D41         | Deputy Sealer of Weights & Measures               | 223.0                                            | 5528-6748                                           | 226.0                                            | 5696-6952                                           |
| D27         | Deputy Veteran’s Svc Officer/Public Guardian (1)  | 222.5                                            | 5500-6713                                           | 225.5                                            | 5666-6918                                           |
| D12         | Detentions Captain                                | 252.0                                            | 7381-9005                                           | 255.0                                            | 7604-9277                                           |
| D11         | Detentions Lieutenant                             | 235.5                                            | 6263-7642                                           | 238.5                                            | 6453-7875                                           |

**SECTION II - Middle Management & Confidential Employees**

## CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

| <b>Code</b> | <b>Class Title</b>                                                 | <b>Effective Salary Range Number</b> | <b>9/20/2021 Approx. Monthly Salary</b> | <b>Effective Salary Range Number</b> | <b>7/11/2022 Approx. Monthly Salary</b> |
|-------------|--------------------------------------------------------------------|--------------------------------------|-----------------------------------------|--------------------------------------|-----------------------------------------|
| D76         | Economic Development Manager                                       | 233.0                                | 6108-7455                               | 236.0                                | 6294-7680                               |
| D98         | Elections Manager                                                  | 227.0                                | 5753-7022                               | 230.0                                | 5928-7235                               |
| D53         | Emergency Services Coordinator                                     | 216.0                                | 5155-6294                               | 219.0                                | 5311-6484                               |
| D57         | Emergency Services Manager*                                        | 233.0                                | 6108-7455                               | 236.0                                | 6294-7680                               |
| D102        | Environmental Health Division Manager (1)                          | 239.5                                | 6517-7953                               | 242.5                                | 6713-8195                               |
| D147        | Executive Assistant District Attorney*                             | 284.5                                | 10197-12445                             | 287.5                                | 10507-12821                             |
| Q22         | Executive Secretary                                                | 188.0                                | 3902-4761                               | 191.0                                | 4021-4905                               |
| D114        | Facilities Manager                                                 | 217.5                                | 5233-6387                               | 220.5                                | 5391-6581                               |
| D130        | Family Practice Nurse Practitioner/Physician's Assistant-Certified | 262.0                                | 8154-9948                               | 265.0                                | 8401-10249                              |
| D56         | First 5 Program Officer                                            | 227.0                                | 5753-7022                               | 230.0                                | 5928-7235                               |
| D62         | First 5 School Readiness Coordinator                               | 222.0                                | 5472-6680                               | 225.0                                | 5639-6883                               |
| D17         | Fiscal Analyst I                                                   | 206.0                                | 4668-5696                               | 209.0                                | 4808-5869                               |
| D02         | Fiscal Analyst II                                                  | 216.0                                | 5155-6294                               | 219.0                                | 5311-6484                               |
| D124        | Fiscal Analyst III                                                 | 227.0                                | 5753-7022                               | 230.0                                | 5928-7235                               |
| D121        | Fleet Services Superintendent                                      | 225.5                                | 5666-6918                               | 228.5                                | 5840-7127                               |
| D110        | Food Services Manager                                              | 200.5                                | 4420-5391                               | 203.5                                | 4553-5555                               |
| D106        | IT Security and Compliance Administrator                           | 254.0                                | 7530-9185                               | 257.0                                | 7757-9464                               |
| D59         | Information Technology Manager                                     | 258.5                                | 7875-9608                               | 261.5                                | 8112-9897                               |
| D123        | Juvenile Corrections Manager                                       | 219.5                                | 5337-6517                               | 222.5                                | 5500-6713                               |
| D61         | JTO Program Manager                                                | 227.0                                | 5753-7022                               | 230.0                                | 5928-7235                               |
| D79         | Library Manager                                                    | 227.0                                | 5753-7022                               | 230.0                                | 5928-7235                               |
| D101        | Nursing Division Manager (1)                                       | 267.0                                | 8570-10455                              | 270.0                                | 8828-10773                              |
| D37         | Nutrition Services Manager                                         | 232.0                                | 6048-7381                               | 235.0                                | 6231-7604                               |
| D77         | Parks & Grounds Superintendent                                     | 235.5                                | 6263-7642                               | 238.5                                | 6453-7875                               |
| D133        | Payroll Manager                                                    | 227.0                                | 5753-7022                               | 230.0                                | 5928-7235                               |
| Q23         | Payroll Specialist I*                                              | 189.0                                | 3942-4808                               | 192.0                                | 4061-4954                               |
| Q24         | Payroll Specialist II*                                             | 199.0                                | 4354-5311                               | 202.0                                | 4486-5472                               |
| D03         | Personnel Analyst I                                                | 207.0                                | 4715-5753                               | 210.0                                | 4857-5928                               |
| D04         | Personnel Analyst II                                               | 222.0                                | 5472-6680                               | 225.0                                | 5639-6883                               |
| D05         | Personnel Analyst III                                              | 237.0                                | 6356-7757                               | 240.0                                | 6549-7992                               |
| Q11         | Personnel Assistant I                                              | 168.0                                | 3198-3902                               | 171.0                                | 3295-4021                               |
| Q12         | Personnel Assistant II                                             | 178.0                                | 3533-4311                               | 181.0                                | 3640-4441                               |
| Q13         | Personnel Assistant III                                            | 188.0                                | 3902-4761                               | 191.0                                | 4021-4905                               |
| Q05         | Personnel Technician I                                             | 191.0                                | 4021-4905                               | 194.0                                | 4143-5054                               |
| Q04         | Personnel Technician II                                            | 201.0                                | 4441-5418                               | 204.0                                | 4576-5583                               |
| D139        | Principal Personnel Analyst                                        | 257.0                                | 7757-9464                               | 260.0                                | 7992-9752                               |
| D42         | Probation Division Manager                                         | 235.0                                | 6231-7604                               | 238.0                                | 6420-7835                               |
| D65         | Program Manager, Human Services                                    | 237.0                                | 6356-7757                               | 240.0                                | 6549-7992                               |
| D111        | Program Manager, Behavioral or Public Health                       | 227.0                                | 5753-7022                               | 230.0                                | 5928-7235                               |
| D96         | Program Specialist                                                 | 216.0                                | 5155-6294                               | 219.0                                | 5311-6484                               |
| D71         | Property Tax Manager                                               | 216.0                                | 5155-6294                               | 219.0                                | 5311-6484                               |
| D58         | Public Health Laboratory Director                                  | 252.0                                | 7381-9005                               | 255.0                                | 7604-9277                               |
| D92         | Purchasing Manager                                                 | 234.5                                | 6200-7568                               | 237.5                                | 6387-7795                               |

**SECTION II - Middle Management & Confidential Employees**

CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

| <u>Code</u> | <u>Class Title</u>                       | <u>Effective Salary Range Number</u> | <u>9/20/2021 Approx. Monthly Salary</u> | <u>Effective Salary Range Number</u> | <u>7/11/2022 Approx. Monthly Salary</u> |
|-------------|------------------------------------------|--------------------------------------|-----------------------------------------|--------------------------------------|-----------------------------------------|
| D141        | Quality Assurance Manager                | 227.0                                | 5753-7022                               | 230.0                                | 5928-7235                               |
| D135        | Risk Manager                             | 252.5                                | 7417-9050                               | 255.5                                | 7642-9324                               |
| Q17         | Risk Technician I                        | 185.0                                | 3787-4621                               | 188.0                                | 3902-4761                               |
| Q16         | Risk Technician II                       | 195.0                                | 4184-5105                               | 198.0                                | 4311-5259                               |
| Q18         | Risk Technician III*                     | 205.0                                | 4621-5639                               | 208.0                                | 4761-5810                               |
| D60         | Road Superintendent                      | 249.5                                | 7200-8785                               | 252.5                                | 7417-9050                               |
| Q07         | Secretary                                | 178.0                                | 3533-4311                               | 181.0                                | 3640-4441                               |
| Q01         | Secretary to the C.A.O.                  | 206.0                                | 4668-5696                               | 209.0                                | 4808-5869                               |
| Q02         | Secretary to the County Counsel          | 206.0                                | 4668-5696                               | 209.0                                | 4808-5869                               |
| Q03         | Secretary to the District Attorney       | 206.0                                | 4668-5696                               | 209.0                                | 4808-5869                               |
| Q32         | Secretary to the Sheriff                 | 206.0                                | 4668-5696                               | 209.0                                | 4808-5869                               |
| D08         | Senior Accountant-Auditor                | 242.0                                | 6680-8154                               | 245.0                                | 6883-8401                               |
| Q06         | Senior Personnel Technician*             | 211.0                                | 4905-5987                               | 214.0                                | 5054-6169                               |
| D29         | Sheriff's Commander                      | 260.0                                | 7992-9752                               | 263.0                                | 8235-10046                              |
| D134        | Sheriff's Records Manager                | 215.0                                | 5105-6231                               | 218.0                                | 5259-6420                               |
| D54         | Social Services Program Manager          | 240.0                                | 6549-7992                               | 243.0                                | 6748-8235                               |
| D140        | Staff Support Manager                    | 238.0                                | 6420-7835                               | 241.0                                | 6614-8072                               |
| D75         | Supervising Attorney - Child Advocacy    | 274.5                                | 9230-11265                              | 277.5                                | 9511-11606                              |
| D34         | Supervising Attorney - Child Support     | 274.5                                | 9230-11265                              | 277.5                                | 9511-11606                              |
| D108        | Supervising Environmental Health Officer | 226.0                                | 5696-6952                               | 229.0                                | 5869-7164                               |
| Q31         | Supervising Legal Secretary              | 179.5                                | 3585-4377                               | 182.5                                | 3695-4508                               |
| D13         | Supervising Public Health Nurse          | 247.0                                | 7022-8570                               | 250.0                                | 7235-8828                               |
| D122        | Supervising Welfare Fraud Investigator   | 216.0                                | 5155-6294                               | 219.0                                | 5311-6484                               |
| D91         | Treasury Manager                         | 241.0                                | 6614-8072                               | 244.0                                | 6815-8318                               |
| D109        | Victim Witness Coordinator               | 206.5                                | 4690-5723                               | 209.5                                | 4833-5899                               |

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan or the 3% at 55 Safety plan. Employees who are designated "new members" to PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan or the 2.7% at 57 Safety plan.

(1) These classifications are at-will and exempt from the

(2) BATTALION CHIEF (Operations) - HOURLY RATES - when assigned to a 224 hour, 28-day work cycle.

**Effective: 9/20/2021 Range 244.5**

| Step 1  | Step 2  | Step 3  | Step 4  | Step 5  |
|---------|---------|---------|---------|---------|
| \$28.23 | \$29.67 | \$31.19 | \$32.77 | \$34.45 |

**Effective 7/11/2022 - approved by the Board of Supervisors (BOS) on 7/12/2022**

Assistant Assessor/Clerk/Recorder: Reactivated classification with salary set at Range 257.0 (\$7,757-\$9,464)

**Effective 8/31/2021— approved by the Board of Supervisors (BOS) for FY21/22**

~~Water and Natural Resources Division Manager is inactive and deleted from the Salary Resolution~~

**\*Effective 11/9/2021— approved by the Board of Supervisors (BOS) for FY21/22**

Senior Personnel Technician: New classification with salary set at Range 211.0 (\$4,905-\$5,987)

**\*Effective 12/21/2021— approved by the Board of Supervisors (BOS) 12/21/2021**

Payroll Specialist changed to Payroll Specialist I. No change in salary range.

Payroll Specialist II: Salary range set at 199.0 (\$4,354-\$5,311)

~~\*Effective 12/13/2021— approved by the Board of Supervisors (BOS) 12/21/2021~~

Executive Assistant District Attorney: New classification with salary set at Range 284.5 (\$10,197-\$12,445)

~~\*Effective 01/24/2022— approved by the Board of Supervisors (BOS) 2/1/2022~~

Emergency Services Manager: New classification with salary set at Range 233.0 (\$6,108-\$7,455)

~~\*Effective 02/7/2022— approved by the Board of Supervisors (BOS) 2/8/2022~~

Risk Technician III: Salary range set to 205.0 (\$4,621-\$5,639)

**SECTION II - Middle Management & Confidential Employees**

## CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

| <b>Code</b> | <b>Class Title</b>                                | <b>Effective<br/>Salary<br/>Range<br/>Number</b> | <b>9/20/2021<br/>Approx.<br/>Monthly<br/>Salary</b> | <b>Effective<br/>Salary<br/>Range<br/>Number</b> | <b>7/11/2022<br/>Approx.<br/>Monthly<br/>Salary</b> |
|-------------|---------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|
| D72         | Accountant-Auditor                                | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D46         | Administrative Analyst I                          | <b>207.0</b>                                     | 4715-5753                                           | <b>210.0</b>                                     | 4857-5928                                           |
| D38         | Administrative Analyst II                         | <b>222.0</b>                                     | 5472-6680                                           | <b>225.0</b>                                     | 5639-6883                                           |
| D24         | Administrative Analyst III                        | <b>237.0</b>                                     | 6356-7757                                           | <b>240.0</b>                                     | 6549-7992                                           |
| D104        | Animal Services Manager                           | <b>217.0</b>                                     | 5207-6356                                           | <b>220.0</b>                                     | 5365-6549                                           |
| D55         | Assistant Assessor/Clerk/Recorder*                | <b>257.0</b>                                     | 7757-9464                                           | <b>260.0</b>                                     | 7992-9752                                           |
| D127        | Assistant Chief District Attorney Investigator    | <b>251.0</b>                                     | 7308-8916                                           | <b>254.0</b>                                     | 7530-9185                                           |
| D10         | Assistant County Counsel (1)                      | <b>292.0</b>                                     | 10989-13409                                         | <b>295.0</b>                                     | 11322-13815                                         |
| D52         | Assistant Director of Child Support Svcs (1)      | <b>257.0</b>                                     | 7757-9464                                           | <b>260.0</b>                                     | 7992-9752                                           |
| D20         | Assistant Director of Finance—Accting Div. (1)    | <b>260.5</b>                                     | 8032-9800                                           | <b>263.5</b>                                     | 8277-10097                                          |
| D09         | Assistant Director of Finance—Treasury Div. (1)   | <b>260.5</b>                                     | 8032-9800                                           | <b>263.5</b>                                     | 8277-10097                                          |
| D136        | Assistant Director, Human Services (1)            | <b>273.5</b>                                     | 9140-11154                                          | <b>276.5</b>                                     | 9417-11492                                          |
| D143        | Assistant Director of Public Health               | <b>257.0</b>                                     | 7757-9464                                           | <b>260.0</b>                                     | 7992-9752                                           |
| D131        | Assistant District Attorney (1)                   | <b>279.5</b>                                     | 9703-11840                                          | <b>282.5</b>                                     | 9998-12199                                          |
| D105        | Assistant Fire Chief (1)                          | <b>264.0</b>                                     | 8318-10147                                          | <b>267.0</b>                                     | 8570-10455                                          |
| D14         | Assistant Sheriff (1)                             | <b>283.5</b>                                     | 10097-12321                                         | <b>286.5</b>                                     | 10403-12693                                         |
| D138        | Auditor-Accountant                                | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D45         | Battalion Chief (Operations) (2)                  | <b>244.5</b>                                     | 6850-8360                                           | <b>247.5</b>                                     | 7056-8613                                           |
| D45         | Battalion Chief (Training/Prevention)             | <b>244.5</b>                                     | 6850-8360                                           | <b>247.5</b>                                     | 7056-8613                                           |
| D25         | Building Maintenance Superintendent               | <b>249.5</b>                                     | 7200-8785                                           | <b>252.5</b>                                     | 7417-9050                                           |
| D50         | Chief Appraiser                                   | <b>231.0</b>                                     | 5987-7308                                           | <b>234.0</b>                                     | 6169-7530                                           |
| D93         | Chief District Attorney Investigator              | <b>261.0</b>                                     | 8072-9849                                           | <b>264.0</b>                                     | 8318-10147                                          |
| D06         | Chief Engineer                                    | <b>267.5</b>                                     | 8613-10507                                          | <b>270.5</b>                                     | 8871-10826                                          |
| D89         | Child Support Program Manager                     | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D84         | Clerk of the Board of Supervisors (1)             | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D68         | Clerk/Recorder Manager                            | <b>219.5</b>                                     | 5337-6517                                           | <b>222.5</b>                                     | 5500-6713                                           |
| D117        | Clinical Program Manager                          | <b>240.0</b>                                     | 6549-7992                                           | <b>243.0</b>                                     | 6748-8235                                           |
| D82         | Compliance and Standards Officer                  | <b>201.5</b>                                     | 4463-5446                                           | <b>204.5</b>                                     | 4599-5611                                           |
| D40         | Deputy Ag Commissioner                            | <b>223.0</b>                                     | 5528-6748                                           | <b>226.0</b>                                     | 5696-6952                                           |
| D39         | Deputy Ag Commissioner-Sealer                     | <b>239.0</b>                                     | 6484-7913                                           | <b>242.0</b>                                     | 6680-8154                                           |
| D35         | Deputy Chief Probation Officer                    | <b>257.5</b>                                     | 7795-9511                                           | <b>260.5</b>                                     | 8032-9800                                           |
| Q20         | Deputy Clerk to the Board of Supervisor I         | <b>188.0</b>                                     | 3902-4761                                           | <b>191.0</b>                                     | 4021-4905                                           |
| Q19         | Deputy Clerk to the Board of Supervisor II        | <b>198.0</b>                                     | 4311-5259                                           | <b>201.0</b>                                     | 4441-5418                                           |
| D48         | Deputy County Administrative Officer              | <b>257.0</b>                                     | 7757-9464                                           | <b>260.0</b>                                     | 7992-9752                                           |
| D87         | Deputy County Counsel I                           | <b>224.5</b>                                     | 5611-6850                                           | <b>227.5</b>                                     | 5782-7056                                           |
| D85         | Deputy County Counsel II                          | <b>239.5</b>                                     | 6517-7953                                           | <b>242.5</b>                                     | 6713-8195                                           |
| D18         | Deputy County Counsel III                         | <b>259.5</b>                                     | 7953-9703                                           | <b>262.5</b>                                     | 8195-9998                                           |
| D28         | Deputy County Counsel IV                          | <b>269.5</b>                                     | 8785-10719                                          | <b>272.5</b>                                     | 9050-11045                                          |
| D125        | Deputy Director Behavioral Health (1)             | <b>243.0</b>                                     | 6748-8235                                           | <b>246.0</b>                                     | 6952-8485                                           |
| D115        | Deputy Director – Building Official (1)           | <b>267.0</b>                                     | 8570-10455                                          | <b>270.0</b>                                     | 8828-10773                                          |
| D118        | Deputy Director, Economic & Workforce Development | <b>262.0</b>                                     | 8154-9948                                           | <b>265.0</b>                                     | 8401-10249                                          |
| D16         | Deputy Director, Human Services (1)               | <b>266.5</b>                                     | 8526-10403                                          | <b>269.5</b>                                     | 8785-10719                                          |
| D112        | Deputy Director – Planning                        | <b>267.0</b>                                     | 8570-10455                                          | <b>270.0</b>                                     | 8828-10773                                          |
| D41         | Deputy Sealer of Weights & Measures               | <b>223.0</b>                                     | 5528-6748                                           | <b>226.0</b>                                     | 5696-6952                                           |
| D27         | Deputy Veteran’s Svc Officer/Public Guardian (1)  | <b>222.5</b>                                     | 5500-6713                                           | <b>225.5</b>                                     | 5666-6918                                           |
| D12         | Detentions Captain                                | <b>252.0</b>                                     | 7381-9005                                           | <b>255.0</b>                                     | 7604-9277                                           |
| D11         | Detentions Lieutenant                             | <b>235.5</b>                                     | 6263-7642                                           | <b>238.5</b>                                     | 6453-7875                                           |

**SECTION II - Middle Management & Confidential Employees**

## CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

| <b>Code</b> | <b>Class Title</b>                                                     | <b>Effective<br/>Salary<br/>Range<br/>Number</b> | <b>9/20/2021<br/>Approx.<br/>Monthly<br/>Salary</b> | <b>Effective<br/>Salary<br/>Range<br/>Number</b> | <b>7/11/2022<br/>Approx.<br/>Monthly<br/>Salary</b> |
|-------------|------------------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|
| D76         | Economic Development Manager                                           | <b>233.0</b>                                     | 6108-7455                                           | <b>236.0</b>                                     | 6294-7680                                           |
| D98         | Elections Manager                                                      | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D53         | Emergency Services Coordinator                                         | <b>216.0</b>                                     | 5155-6294                                           | <b>219.0</b>                                     | 5311-6484                                           |
| D57         | Emergency Services Manager                                             | <b>233.0</b>                                     | 6108-7455                                           | <b>236.0</b>                                     | 6294-7680                                           |
| D102        | Environmental Health Division Manager (1)                              | <b>239.5</b>                                     | 6517-7953                                           | <b>242.5</b>                                     | 6713-8195                                           |
| D147        | Executive Assistant District Attorney                                  | <b>284.5</b>                                     | 10197-12445                                         | <b>287.5</b>                                     | 10507-12821                                         |
| Q22         | Executive Secretary                                                    | <b>188.0</b>                                     | 3902-4761                                           | <b>191.0</b>                                     | 4021-4905                                           |
| D114        | Facilities Manager                                                     | <b>217.5</b>                                     | 5233-6387                                           | <b>220.5</b>                                     | 5391-6581                                           |
| D130        | Family Practice Nurse Practitioner/Physician's Assistant-<br>Certified | <b>262.0</b>                                     | 8154-9948                                           | <b>265.0</b>                                     | 8401-10249                                          |
| D56         | First 5 Program Officer                                                | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D62         | First 5 School Readiness Coordinator                                   | <b>222.0</b>                                     | 5472-6680                                           | <b>225.0</b>                                     | 5639-6883                                           |
| D17         | Fiscal Analyst I                                                       | <b>206.0</b>                                     | 4668-5696                                           | <b>209.0</b>                                     | 4808-5869                                           |
| D02         | Fiscal Analyst II                                                      | <b>216.0</b>                                     | 5155-6294                                           | <b>219.0</b>                                     | 5311-6484                                           |
| D124        | Fiscal Analyst III                                                     | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D121        | Fleet Services Superintendent                                          | <b>225.5</b>                                     | 5666-6918                                           | <b>228.5</b>                                     | 5840-7127                                           |
| D110        | Food Services Manager                                                  | <b>200.5</b>                                     | 4420-5391                                           | <b>203.5</b>                                     | 4553-5555                                           |
| D106        | IT Security and Compliance Administrator                               | <b>254.0</b>                                     | 7530-9185                                           | <b>257.0</b>                                     | 7757-9464                                           |
| D59         | Information Technology Manager                                         | <b>258.5</b>                                     | 7875-9608                                           | <b>261.5</b>                                     | 8112-9897                                           |
| D123        | Juvenile Corrections Manager                                           | <b>219.5</b>                                     | 5337-6517                                           | <b>222.5</b>                                     | 5500-6713                                           |
| D61         | JTO Program Manager                                                    | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D79         | Library Manager                                                        | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D101        | Nursing Division Manager (1)                                           | <b>267.0</b>                                     | 8570-10455                                          | <b>270.0</b>                                     | 8828-10773                                          |
| D37         | Nutrition Services Manager                                             | <b>232.0</b>                                     | 6048-7381                                           | <b>235.0</b>                                     | 6231-7604                                           |
| D77         | Parks & Grounds Superintendent                                         | <b>235.5</b>                                     | 6263-7642                                           | <b>238.5</b>                                     | 6453-7875                                           |
| D133        | Payroll Manager                                                        | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| Q23         | Payroll Specialist I                                                   | <b>189.0</b>                                     | 3942-4808                                           | <b>192.0</b>                                     | 4061-4954                                           |
| Q24         | Payroll Specialist II                                                  | <b>199.0</b>                                     | 4354-5311                                           | <b>202.0</b>                                     | 4486-5472                                           |
| D03         | Personnel Analyst I                                                    | <b>207.0</b>                                     | 4715-5753                                           | <b>210.0</b>                                     | 4857-5928                                           |
| D04         | Personnel Analyst II                                                   | <b>222.0</b>                                     | 5472-6680                                           | <b>225.0</b>                                     | 5639-6883                                           |
| D05         | Personnel Analyst III                                                  | <b>237.0</b>                                     | 6356-7757                                           | <b>240.0</b>                                     | 6549-7992                                           |
| Q11         | Personnel Assistant I                                                  | <b>168.0</b>                                     | 3198-3902                                           | <b>171.0</b>                                     | 3295-4021                                           |
| Q12         | Personnel Assistant II                                                 | <b>178.0</b>                                     | 3533-4311                                           | <b>181.0</b>                                     | 3640-4441                                           |
| Q13         | Personnel Assistant III                                                | <b>188.0</b>                                     | 3902-4761                                           | <b>191.0</b>                                     | 4021-4905                                           |
| Q05         | Personnel Technician I                                                 | <b>191.0</b>                                     | 4021-4905                                           | <b>194.0</b>                                     | 4143-5054                                           |
| Q04         | Personnel Technician II                                                | <b>201.0</b>                                     | 4441-5418                                           | <b>204.0</b>                                     | 4576-5583                                           |
| D139        | Principal Personnel Analyst                                            | <b>257.0</b>                                     | 7757-9464                                           | <b>260.0</b>                                     | 7992-9752                                           |
| D42         | Probation Division Manager                                             | <b>235.0</b>                                     | 6231-7604                                           | <b>238.0</b>                                     | 6420-7835                                           |
| D65         | Program Manager, Human Services                                        | <b>237.0</b>                                     | 6356-7757                                           | <b>240.0</b>                                     | 6549-7992                                           |
| D111        | Program Manager, Behavioral or Public Health                           | <b>227.0</b>                                     | 5753-7022                                           | <b>230.0</b>                                     | 5928-7235                                           |
| D96         | Program Specialist                                                     | <b>216.0</b>                                     | 5155-6294                                           | <b>219.0</b>                                     | 5311-6484                                           |
| D71         | Property Tax Manager                                                   | <b>216.0</b>                                     | 5155-6294                                           | <b>219.0</b>                                     | 5311-6484                                           |
| D58         | Public Health Laboratory Director                                      | <b>252.0</b>                                     | 7381-9005                                           | <b>255.0</b>                                     | 7604-9277                                           |
| D92         | Purchasing Manager                                                     | <b>234.5</b>                                     | 6200-7568                                           | <b>237.5</b>                                     | 6387-7795                                           |

**SECTION II - Middle Management & Confidential Employees**

CLASSES ASSIGNED TO SALARY RANGE NUMBERS

The following classes are hereby assigned to the salary ranges in the basic salary schedule which are designated opposite the class titles as shown below.

| <u>Code</u> | <u>Class Title</u>                       | <u>Effective Salary Range Number</u> | <u>9/20/2021 Approx. Monthly Salary</u> | <u>Effective Salary Range Number</u> | <u>7/11/2022 Approx. Monthly Salary</u> |
|-------------|------------------------------------------|--------------------------------------|-----------------------------------------|--------------------------------------|-----------------------------------------|
| D141        | Quality Assurance Manager                | 227.0                                | 5753-7022                               | 230.0                                | 5928-7235                               |
| D135        | Risk Manager                             | 252.5                                | 7417-9050                               | 255.5                                | 7642-9324                               |
| Q17         | Risk Technician I                        | 185.0                                | 3787-4621                               | 188.0                                | 3902-4761                               |
| Q16         | Risk Technician II                       | 195.0                                | 4184-5105                               | 198.0                                | 4311-5259                               |
| Q18         | Risk Technician III                      | 205.0                                | 4621-5639                               | 208.0                                | 4761-5810                               |
| D60         | Road Superintendent                      | 249.5                                | 7200-8785                               | 252.5                                | 7417-9050                               |
| Q07         | Secretary                                | 178.0                                | 3533-4311                               | 181.0                                | 3640-4441                               |
| Q01         | Secretary to the C.A.O.                  | 206.0                                | 4668-5696                               | 209.0                                | 4808-5869                               |
| Q02         | Secretary to the County Counsel          | 206.0                                | 4668-5696                               | 209.0                                | 4808-5869                               |
| Q03         | Secretary to the District Attorney       | 206.0                                | 4668-5696                               | 209.0                                | 4808-5869                               |
| Q32         | Secretary to the Sheriff                 | 206.0                                | 4668-5696                               | 209.0                                | 4808-5869                               |
| D08         | Senior Accountant-Auditor                | 242.0                                | 6680-8154                               | 245.0                                | 6883-8401                               |
| Q06         | Senior Personnel Technician              | 211.0                                | 4905-5987                               | 214.0                                | 5054-6169                               |
| D29         | Sheriff's Commander                      | 260.0                                | 7992-9752                               | 263.0                                | 8235-10046                              |
| D134        | Sheriff's Records Manager                | 215.0                                | 5105-6231                               | 218.0                                | 5259-6420                               |
| D54         | Social Services Program Manager          | 240.0                                | 6549-7992                               | 243.0                                | 6748-8235                               |
| D140        | Staff Support Manager                    | 238.0                                | 6420-7835                               | 241.0                                | 6614-8072                               |
| D75         | Supervising Attorney - Child Advocacy    | 274.5                                | 9230-11265                              | 277.5                                | 9511-11606                              |
| D34         | Supervising Attorney - Child Support     | 274.5                                | 9230-11265                              | 277.5                                | 9511-11606                              |
| D108        | Supervising Environmental Health Officer | 226.0                                | 5696-6952                               | 229.0                                | 5869-7164                               |
| Q31         | Supervising Legal Secretary              | 179.5                                | 3585-4377                               | 182.5                                | 3695-4508                               |
| D13         | Supervising Public Health Nurse          | 247.0                                | 7022-8570                               | 250.0                                | 7235-8828                               |
| D122        | Supervising Welfare Fraud Investigator   | 216.0                                | 5155-6294                               | 219.0                                | 5311-6484                               |
| D91         | Treasury Manager                         | 241.0                                | 6614-8072                               | 244.0                                | 6815-8318                               |
| D109        | Victim Witness Coordinator               | 206.5                                | 4690-5723                               | 209.5                                | 4833-5899                               |

Employees who are designated "classic members" of PERS pay the full employee contribution for the 2% at 55 Miscellaneous plan or the 3% at 55 Safety plan. Employees who are designated "new members" to PERS pay the full employee contribution for the 2% at 62 Miscellaneous plan or the 2.7% at 57 Safety plan.

- (1) These classifications are at-will and exempt from the
- (2) BATTALION CHIEF (Operations) - HOURLY RATES - when assigned to a 224 hour, 28-day work cycle.

**Effective: 9/20/2021 Range 244.5**

| Step 1  | Step 2  | Step 3  | Step 4  | Step 5  |
|---------|---------|---------|---------|---------|
| \$28.23 | \$29.67 | \$31.19 | \$32.77 | \$34.45 |

**Effective 7/11/2022 - approved by the Board of Supervisors (BOS) on 7/12/2022**

Assistant Assessor/Clerk/Recorder: Reactivated classification with salary set at Range 257.0 (\$7,757-\$9,464)







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM July 26, 2022

**SUBMITTED BY:** Job Training Office – Lance Lippincott

**SUBJECT:** WORKFORCE INNOVATION AND OPPORTUNITY ACT MASTER  
SUBGRANT AGREEMENT FY 2022-23

**SUMMARY:**

**Overview:**

This action would allow Kings County and the Kings County Job Training Office to begin use of Workforce Innovation and Opportunity Act Title I funding for Kings County for the term April 1, 2020 through June 30, 2022. Funds are allocated annually and have a two-year term.

**Recommendations:**

- a. **Approve the Workforce Innovation and Opportunity Act Master Subgrant Agreement with the California Employment Development Department retroactively effective from April 1, 2022 through June 30, 2024;**
- b. **Authorize the Director of Economic and Workforce Development to enter into any agreements necessary to carry out this Master Subgrant Agreement and subsequent modifications unilaterally authorized by the California Employment Development Department.**

**Fiscal Impact:**

This Master Subgrant Agreement provides an allocation of Workforce Innovation and Opportunity Act (WIOA) Youth Funding in the amount of \$872,130, an increase of \$70,267 from the previous year. Funding for Adult and Dislocated Workers will be unilaterally modified into this Subgrant by the California Employment Development Department once those allocations are released. It is estimated that funding for 2022-23 Kings County formula allocated WIOA grants will be \$2,306,215, a projected decrease of \$337,333 compared to the prior year's funding. These changes were included in the Fiscal Year 2022-23 recommended budget.

(Cont'd)

BOARD ACTION:

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

### **WORKFORCE INNOVATION AND OPPORTUNITY ACT MASTER SUBGRANT AGREEMENT FY 2022-23**

**July 26, 2022**

**Page 2 of 2**

#### **BACKGROUND:**

The California Employment Development Department, Workforce Services Division, uses a Master Subgrant Agreement as the mechanism to provide Workforce Innovation and Opportunity Act Funding to local areas. This document is a companion to Kings County's Local Workforce Development Plan, which was approved by your Board at a regular meeting in 2021 and was subsequently approved by the California Workforce Development Board.

This Master Subgrant Agreement provides funding to serve eligible 18–24-year-old Kings County youths, adults over 18, and dislocated workers. The Workforce Innovation and Opportunity Act (WIOA) and state-imposed requirements reserve 30% of all funding for adults/dislocated workers to be used as training funding, and 20% of youth allocations for work experience programs. Additionally, while each subgrant agreement has a two-year timeline for expenditures, all funds must be obligated within the first year and no more than 20% can be carried over from year to year unless a waiver is issued.

WIOA SUBGRANT AGREEMENT

KINGS COUNTY JOB TRAINING OFFICE

SUBGRANT NO: AA311010  
 MODIFICATION NO: New  
 SUBRECIPIENT CODE: KNG  
 UNIQUE ENTITY NO:  
 INDIRECT COST RATE:

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

SUBRECIPIENT: KINGS COUNTY JOB  
 TRAINING OFFICE  
 124 N IRWIN ST  
 HANFORD, CA 93230  
 GOVERNMENTAL  
 ENTITY: Yes

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

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

|                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                     |                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| ALLOCATION(s)<br>The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'                                                     | PRIOR AMOUNT<br>INCREASE/DECREASE:<br>TOTAL:                                                                                                                                                                                                                                                        | \$0.00<br>\$872,130.00<br>\$872,130.00 |
| TERM OF AGREEMENT<br>From:4/1/2022 To: 6/30/2024                                                                                                                                      | Terms of Exhibits are as designated on each exhibit                                                                                                                                                                                                                                                 |                                        |
| PURPOSE: To initiate Program Year (PY) 2022-23 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. The term of these funds is from 04/01/2022 - 06/30/2024 |                                                                                                                                                                                                                                                                                                     |                                        |
| APPROVED FOR PASS-THROUGH ENTITY(EDD)<br>(By Signature)                                                                                                                               | APPROVED FOR SUBRECIPIENT (By Signature)                                                                                                                                                                                                                                                            |                                        |
| Name and Title<br>KIMBERLEE MEYER<br>CHIEF<br>CENTRAL OFFICE WORKFORCE SERVICES<br>DIVISION                                                                                           | Name and Title                                                                                                                                                                                                                                                                                      |                                        |
| I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein                                                   | This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance |                                        |
| Signature of EDD Accounting Officer                                                                                                                                                   |                                                                                                                                                                                                                                                                                                     |                                        |

Budget item: 7100 Fund: 0869 Budgetary Attachment: No  
 Chapter: Statute: 2022 FY: 22/23

SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

SUBGRANT NO:AA311010  
MODIFICATION NO:New

KINGS COUNTY JOB TRAINING  
OFFICE

I. Allocation

| Funding Source                                                                                          | Prior Amount  | Increase            | Decrease      | Adjusted Allocation |
|---------------------------------------------------------------------------------------------------------|---------------|---------------------|---------------|---------------------|
| <b>WIA/WIOA Formula</b>                                                                                 |               |                     |               |                     |
| 96103 301 Youth Formula Rd 1<br>04/01/2022 to 06/30/2024 Prog/Element<br>61/90 Ref 101 Fed Catlg 17.259 | \$0.00        | \$872,130.00        | \$0.00        | \$872,130.00        |
| <b>Total WIA/WIOA Formula</b>                                                                           | <b>\$0.00</b> | <b>\$872,130.00</b> | <b>\$0.00</b> | <b>\$872,130.00</b> |
| <b>Grand Total:</b>                                                                                     | <b>\$0.00</b> | <b>\$872,130.00</b> | <b>\$0.00</b> | <b>\$872,130.00</b> |

NARRATIVE

SUBGRANT NO:AA311010  
MODIFICATION NO: 0

SUBRECIPIENT:KINGS COUNTY JOB TRAINING OFFICE  
FAIN NO: AA-38518-22-55-A-6  
FEDERAL AWARD DATE: 6/8/2022  
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2022 - 06/30/2024

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

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Area's new Program Year (PY) 2022-23 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire Youth formula allocation for PY 2022-23. The term date for these funds is April 1, 2022 through June 30, 2024. FAIN AA-38518-22-55-A-6. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 94280-0001. Note: By signing this subgrant you agree to all of the Term and Conditions issued by the Department of Labor for all WIOA funding for Program Year (PY) 2022. The Term and Conditions are included in the transmission of this Master Subgrant.

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

WIOA (2015)

## WIOA SUBGRANT AGREEMENT

## 1. Compliance

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

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

## 2. Certifications, Assurances, Standards

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

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

## 3. Funding

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

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

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

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

#### 4. Requirement to Provide Certain Information in Public Communications (Steven's Amendment)

Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### 5. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
  - i. Subrecipient will obtain a fidelity bond in an amount of not less than \_\_\_\_\_, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
  - ii. Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
  - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
  - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical

and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation.

- v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) above must contain the following clauses:
  1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subrecipient to: Employment Development Department, Central Office Workforce Services Division Financial Management Unit, P.O. Box 826880, MIC 69, Sacramento, CA 94280-0001.
  2. State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
  3. State of California is not responsible for payment of premiums or assessments on this policy.
- vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

## 6. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

## 7. Procurement Standards

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

## 8. Grievances and Complaint System

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

## 9. Remedies for Non-Compliance

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



## 10. Disallowed Costs

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

## 11. Termination

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

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

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

Notices to the Subrecipient will be addressed to:

Lance Lippincott  
Director / Administrator  
KINGS COUNTY JOB TRAINING OFFICE  
124 N IRWIN ST  
HANFORD, CA 93230

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

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

## 12. Audit Requirements

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

## 13. Entire Agreement

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

#### 14. Unenforceable Position

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

#### 15. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.
- b. Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts.  
To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

#### 16. Amendments

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

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

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

#### 17. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of

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

#### 18. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.
- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

#### 19. Subcontracting

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

#### 20. Consultants

Fees paid to a consultant, who provides services under a program, shall be limited to \$750 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

#### 21. Conflicts

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

#### 22. Indemnification

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

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

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

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

### 23. Signatures

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

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

Name: Kimberlee Meyer  
Title: Chief  
Address: P.O. Box 826880, MIC 50  
Sacramento, CA 94280-0001

### Exhibit A

#### Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies that it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- c. Sectarian Activities: The Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. National Labor Relations Board certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- g. Drug Free Workplace requirement: Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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

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

3. Every employee who works on the proposed subgrant agreement will:

- i. receive a copy of the company's drug-free workplace policy statement; and,
- ii. agree to abide by the terms of the company's statement as a condition of employment on the subgrant agreement.

4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.

i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.

j. Sweatfree Code of Conduct:

1. All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this subgrant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code § 6108.
2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).

k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:

1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
2. The Subrecipient, to the best of its knowledge is fully complying with the

earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.

- l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient shall not be:
1. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
  2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  3. finally determined to be in violation of provisions of federal law relating to air or water pollution.
- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code § 10295.3.
- o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  2. Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
  4. Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

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

- p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).
1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
  - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
  - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

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

## Exhibit B

### Intellectual Property Provisions

#### Federal Funding

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

## Exhibit C

### Confidentiality Requirements

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

The Pass-through Entity and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
  1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.



- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

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

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data, the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any

individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

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

FOR THE PASS-THROUGH ENTITY:

Name: Nicole Laktash  
Title: Section Manager  
Address: P.O. Box 826880, MIC 50  
Sacramento, CA 94280-0001  
Telephone: (916) 654-6804  
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name:  
Title:  
Telephone:  
Fax:

**PY 2022 Workforce Innovation and Opportunity Act (WIOA)  
 Youth, Adult & Dislocated Worker Programs  
 Annual Funding Agreement  
TERMS AND CONDITIONS**

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## **Part A: General Award, System for Award Management and Uniform Guidance**

### **A.1 Compliance and the Order of Precedence**

The recipient of this Federal award will assure that they will fully comply with the rules and requirements specified in the award document. Program requirements may be found in the Funding Opportunity Announcement (FOA), statutes, Executive Orders, government-wide regulations, agency regulations, agency policy guidance such as Training Employment Guidance Letter (TEGL), and the terms outlined in the award document. The list below identifies the hierarchy of authority.

The following order of precedence applies to your activities under this federal award. In the event of any inconsistency between the terms and conditions of this Notice of Award (NOA) and other requirements, consult the below order:

1. Workforce Innovation Opportunity Act (WIOA).
2. Other applicable Federal statutes.
3. Consolidated Appropriations Act 2022 (Public Law 117-103) dated March 15, 2022.
4. Implementing Regulations.
5. Executive Orders and Presidential Memoranda.
6. The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR (Code of Federal Regulations) parts 200 and 2900.
7. The U.S. Department of Labor (DOL) or Employment and Training Administration (ETA) directives.
8. Terms and conditions of this award.

**Notice of Award** The funds provided under this Notice of Award (NOA) must be expended according to all applicable Federal statutes, regulations and policies, and the applicable provisions in the appropriations act(s). The funds shall be obligated and expended via a NOA award modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

The funds that are provided under this NOA must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act (WIOA), the applicable approved WIOA State Plan (including approved modifications and amendments to the plan), and any waiver plan approved under WIOA Section 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Section 190, the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116, and the applicable provisions in the appropriations act(s).

The funds shall be obligated and allocated via a NOA grant modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

By drawing down funds, your organization as the award recipient agrees to the provisions of 20 CFR 683.820(b)(6), which states:

*“Any organization selected and/or funded under WIOA Title I, Subtitle D, is subject to having its award removed if an Administrative Law Judge (ALJ) decision so orders. As part of this process, the Grant Officer will provide instructions on transition and closeout to both the newly selected grant recipient and to the grant recipient whose positions is affected, or which is being removed.”*

## A.2 Training and Employment Guidance Letter

Training and Employment Guidance Letter No. 09-21 and any amendments found at [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=8776](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8776) are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the NOA. Therefore, the expenditure of funds by the award recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA.

## A.3 SF-424, Application for Federal Assistance, and SF-424B, Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this award. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the grant award recipient is in compliance with the Assurances and Certifications form SF-424B available at [Grants.gov](https://www.dhs.gov/grants). ***The grant award recipient does not need to submit the SF-424B form separately.***

## A.4 Federal Project Officer or Point of Contact (POC)

The DOL/ETA Federal Project Officer (FPO) or Point of Contact for this award is:

**Name:** Latha Seshadri  
**Telephone:** (415) 625-7937  
**E-mail:** [Seshadri.Latha@dol.gov](mailto:Seshadri.Latha@dol.gov)

The individual named above is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification process.

## A.5 Unique Entity Identifier Requirements

Effective on April 4, 2022, the DUNS Number will be replaced by a new, non-proprietary identifier requested in and assigned by [SAM.gov](https://www.sam.gov). This new identifier is called the Unique Entity Identifier (UEI), or the Entity ID. To learn more about SAM's rollout of the UEI, please visit the U.S. General Service Administration (GSA), [Unique Entity Identifier Update webpage](https://www.gsa.gov/unique-entity-identifier-update).



If the grant award or cooperative agreement recipient is authorized to make subawards under this award, then the recipient:

1. Must notify potential subrecipients that no entity (see definitions below) may receive a subaward from the grant award recipient until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI to the grant or cooperative agreement recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a UEI.

## A.6 System for Award Management

System for Award Management (SAM) is the official federal system that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of contract awards, grants, and electronic payment processes.

A SAM registration is required for an entity to be able to apply for federal awards, to request modifications to existing awards, and to enable them to closeout expiring awards. See [Training and Employment Notice \(TEN\) 18-17](#) for additional guidance.

Unless the award recipient is exempt from this requirement under 2 CFR 25.110, the grant award or cooperative agreement recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest-level owner and subsidiaries, as well as on all of the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the award recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later.

DOL advises grant award recipients and other awardees of Federal awards such as cooperative agreements registered in SAM to review their registration information, particularly their financial information and points of contact. Assistance is available by contacting the Federal Service Desk at [FSD.gov](https://www.fsd.gov). Grant award or cooperative agreement recipients should contact ETA at [ETAAccountingGrants@dol.gov](mailto:ETAAccountingGrants@dol.gov) if they find that payments have been paid to a bank account other than their registered bank account.

DOL routinely checks the validity of a grant or cooperative agreement award recipient's SAM registration and verifies that the recipient is not included on the excluded parties list before making an award or approving a modification to an existing award. Failure to have an active SAM registration can delay award recipients from receiving their initial award or requested modifications to their existing awards.

DOL further encourages award recipients to review the expiration date of their SAM registration and begin the renewal process well in advance, to ensure that their registration remains valid. If the award recipient has not logged in and updated its entity registration record within at least the past 365 days, its record will expire and go into inactive status. Timely renewal will ensure that the award recipient can continue to request and receive modifications to their existing grants, as well as apply for new funding opportunities. Further, the EIN numbers must remain active until the award closeout process is fully completed.

## A.7 Uniform Guidance Revisions

The Office of Management and Budget issued revisions to 2 CFR parts 25, 170, 183, and 200 (the Uniform Guidance) on August 13, 2020, and February 22, 2021 (technical correction). These revisions became effective November 12, 2020, except for the amendments to 2 CFR 200.216 and 200.340, which were immediately effective on August 13, 2020. The award recipient must operate in compliance with these revised regulations. Please note that the section numbering in the Uniform Guidance has changed in some instances, and this terms and conditions document has been updated accordingly.

## A.8 Subawards

A *subaward* means an award provided by a *Pass-Through Entity* (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient complies with all applicable regulations and the Terms and Conditions of this award (2 CFR 200.101(b)).

## A.9 Vendor/Contractor Defined

The term “contractor,” sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program (see 2 CFR 200.1). These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.331. When procuring contractors for goods and services, DOL/ETA recipients and subrecipients must follow the procurement requirements found at 2 CFR 200.320 (except states, pursuant to 2 CFR 200.317), which calls for free and open competition.

## A.10 Technical Assistance, Resources, and Information

Additional resources, training, and information to assist the award recipient are located on the ETA website, [Resources webpage](#) and on the Grants Application and Management collection page on [WorkforceGPS.org](#). [SMART training](#) is a technical assistance initiative sponsored by DOL/ETA to assist its grant and cooperative agreement recipients and subrecipients in improving its program/project operations through effective grants management. Please take some time to review the training modules which are focused on:

**S**trategies for sound grant management that include:

**M**onitoring,

**A**ccountability,

**R**isk mitigation and

**T**ransparency.

These four themes are woven throughout the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance (2 CFR Part 200 and 2 CFR Part 2900). The 508-compliant PowerPoints of the modules may be found on [WorkforceGPS.org](http://WorkforceGPS.org) at the [Resource](#) page.

#### A.11 Monitoring, Technical Assistance, and Additional Specific Conditions of Award

All grant and cooperative agreement award recipients, including states and territories managing the Unemployment Insurance programs, are subject to 2 CFR 200.208, *Specific conditions*, which indicates that the Federal awarding agency may adjust specific award conditions as needed. A specific condition is based on an analysis of the following factors:

1. Based on the criteria in §200.206, *Federal awarding agency review of risk posed by applicants*;
2. The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;
3. The applicant or recipient's ability to meet expected performance goals as described in 2 CFR 200.211; or
4. A responsibility determination of an applicant or recipient.

Additional Federal award conditions may include items such as the following:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the non-Federal entity to obtain technical or management assistance; or
6. Establishing additional prior approvals.

Grant and cooperative agreement award recipients may be required to obtain technical or management assistance through an established provider/contractor that has been selected or hired by DOL/ETA that may include in-person or remote assistance.

#### A.12 Evaluation, Data, and Implementation

Grant and cooperative award recipients must cooperate during the implementation of a third-party evaluation. This means providing DOL/ETA or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

#### A.13 Program Requirements

Training and Employment Guidance Letter No. 09-21 contains the program requirements for this award.

## **Part B: Budget and Cost Share (Match)**

### **B.1 Budget - Approved**

The grant award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A. The grant award recipient must confirm that all costs are allowable, reasonable, necessary, and allocable before charging any expense. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR part 200 and 2 CFR part 2900 or as a part of the grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

Any changes to the budget that impact the Statement of Work (SOW) and agreed upon outcomes or deliverables will require a request for modification and prior approval from the Grant Officer.

If the period of performance will include multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance terms and conditions of the Federal award.

### **B.2 Budget Flexibility**

Award recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the SOW and agreed upon outcomes or deliverables require a request for modification and approval from the Grant Officer.

As directed in 2 CFR 200.308(f), for programs where the Federal share is over the Simplified Acquisition Threshold (SAT) (currently \$250,000), the transfer of funds among direct cost categories or programs, functions, and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF-424(a) do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget. It is recommended that the assigned Federal point of contact review any within-line changes to the award recipient's budget prior to implementation to ensure they do not require a modification.

For programs where the Federal share of the project is below the SAT of \$250,000, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories.

### **B.3 Non-Federal Share (Match or Cost Share)**

This award does not include a match requirement.

## **Part C: Funds Management and Special or Temporary Restrictions**

### C.1 Funds – Payment Management System (PMS)

Upon receipt of a NOA, in order to draw funds from the U.S. Department of Health and Human Services (HHS) [Payment Management System \(PMS\)](#), an active account must be established. To establish an account, award recipients must complete an SF-1199A and PMS Access form (shown as the PMS/FFR User Form on the [PMS website](#)). DOL/ETA is responsible for completing portions of the SF-1199A and submitting the completed SF-1199A to the Division of Payment Management, which operates PMS. Federal award recipients do not need to complete these forms if they already have an account with PMS.

### C.2 Funds - Return & Refunds

DOL/ETA does not accept paper checks for any type of returned funds. For active grants, all return of funds are to be submitted electronically through the PMS operated by the HHS via the same method as a drawdown. For grants that have been cancelled or are expired (typically older than five years), incoming payments, including returns and recoveries to DOL, must be made via the [Pay.gov](#) website.

If there are questions regarding the return of funds, or your organization no longer has access to PMS, contact the DOL/ETA, Office of Financial Administration via email at: [ETA-ARteam@dol.gov](mailto:ETA-ARteam@dol.gov) for further assistance.

## **Part D: Costs - Limitations, Items, and Restrictions**

### D.1 PY 2019 Administrative Costs Limit Change – Coronavirus Aid, Relief, and Economic Security (CARES) Act

Pursuant to Public Law 116-136 (the CARES Act), and notwithstanding WIOA section 128(b)(4), for PY 2019, not more than 20% of the total amount allocated to a local area may be used for the administrative costs of carrying out local workforce investment activities under WIOA Chapter 2 (Youth Workforce Investment Activities) and Chapter 3 (Adult and Dislocated Worker Employment and Training Activities), if the portion of the total amount of administrative costs that exceeds 10% of the total amount allocated is used to respond to a qualifying emergency.

### D.2 PY 2019 Rapid Response Activities Change – CARES Act

Pursuant to Public Law 116-136 (the CARES Act), the funds reserved by a Governor for PY 2019 for statewide activities under WIOA 128(a) that remain unobligated may be used for statewide rapid response activities as described in WIOA 134(a)(2)(A) for responding to a qualifying emergency.

### D.3 Administrative Costs

Administrative costs are defined in the WIOA at 20 CFR 683.215. Limitations on administrative costs are described at 20 CFR 683.205. Under no circumstances may the administrative costs exceed these limits. The grant recipient will be monitored for

compliance with the administrative cost limits throughout the grant's period of performance. Any amounts that exceed these limitations will be disallowed and subject to debt collection.

#### D.4 Consultants

For the purposes of this grant award, the ETA's Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$750.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable, and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

#### D.5 Equipment

The requirement that grant recipients obtain prior approval from the Grant Officer for all purchases of equipment (as described in 2 CFR 200.439) is waived in accordance with 2 CFR 200.308(c)(4) and 20 CFR 683.200, and approval authority is delegated to the Governor for programs funded under Section 127 (Youth) or Section 132 (Adult & Dislocated Worker) of WIOA or under the Wagner-Peyser Act. Notwithstanding this waiver, the Grant Officer reserves the right to reimpose the requirement of prior approval, after providing advance notice to the recipient.

#### D.6 Pre-Award Costs

All costs incurred by the award recipient prior to the start date specified in the grant award issued by the Department are *incurred at the recipient's own expense*.

#### D.7 Program Income

The "Addition" method as described in 2 CFR 200.307 must be used in allocating any program income generated for this awards award. The award recipient must expend all program income prior to drawing down any additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to ETA. In addition, the award recipient(s) must report program income on the quarterly financial report using the applicable ETA-9130 or SF-425 reports.

#### D.8 Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the award.

#### D.9 Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's written policies and

procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

#### D.10 Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at GSA's [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates webpage](#) to ensure compliance.

#### D.11 Travel – Foreign

Funds that are awarded and authorized to carry out an activity under WIOA, Subtitle B cannot be used for foreign travel.

#### D.12 Conferences and Conference Space

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. The award recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

#### D.13 Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences and conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the [Hotel-Motel National Master List](#) to see if a property is in compliance, or to find other information about the Act.

#### D.14 WIOA Infrastructure

WIOA, Section 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners:

1. WIOA, Title I programs: Adult, Dislocated Worker, and Youth formula programs, Job Corps, YouthBuild, Native American programs, National Dislocated Worker Grants (DWG), and NFJP;
2. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA, Title III;
3. SCSEP authorized under Title V of the Older Americans Act of 1965;
4. Trade Adjustment Assistance (TAA) activities authorized under Chapter 2 of Title II of the Trade Act of 1974;

5. Unemployment Compensation (UC) programs;
6. Jobs for Veterans State Grants (JVSG) programs authorized under Chapter 41 of Title 38, U.S.C.; and
7. Reentry Employment Opportunities (REO) programs (formerly known as the Reintegration of Ex-Offenders Program (RExO) awarded prior to January 1, 2019, which were authorized under Section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532).

With the exception of Native American programs established under WIOA, Section 166 all One-Stop partner programs, including all programs that are funded under Title I of WIOA, are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received, per 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA Section 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL No. 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA Section 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900.

If not deemed a required one-stop partner, it is strongly recommended that the grant recipient partner with the local WIOA one-stop delivery system in its service area(s). The one-stop system can assist with referrals, labor market information, and many other services that will directly benefit the management and performance of your grant. The one-stop system also provides access to a wide range of publicly- and privately-funded education, employment, training, and supportive services while also providing high-quality customer service to job seekers, workers, and businesses.

#### D.15 Pay-For-Performance Contract Strategies

If any subrecipients (Local Workforce Development Boards (LWDBs)) of the grant recipient elect to set aside funds for pay-for-performance (PFP) contract strategies under 20 CFR 683.520, a separate grant agreement must be created to administer these funds. The grant recipient must provide sufficient notice to the Grant Officer, through its FPO, of any LWDB's decision to reserve up to 10% of its total local Adult/Dislocated Worker or Youth allotment for PFP contract strategies so that a new grant agreement can be issued to cover those funds. The grant recipient should inform its FPO as soon as an amount to be reserved under this provision has been finalized.

#### D.16 Procurement

The Uniform Guidance (2 CFR 200.317) require States (as defined in 2 CFR 200.1) to follow the same procurement policies and procedures it uses for non-Federal funds. The state must comply with 2 CFR 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327. The grant award recipient(s) must also follow the requirements regarding the competitive selection of One-Stop Operators at WIOA Sections 121(d) and 123.



## **Part E: Reporting, Audit, and Closeout**

### **E.1 Reports**

All ETA award recipients are required to submit quarterly financial and narrative progress reports for each award.

1. **Quarterly Financial Reports.** All ETA award recipients are required to report financial data on the ETA-9130 Financial Report. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 45 calendar days after the quarter encompassing the award end date ends, or 45 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference [TEGL 20-19](#) and [ETA-9130 Financial Reporting Resources](#).

The instructions for accessing both the online financial reporting system and the HHS PMS can be found in the transmittal memo accompanying this NOA.

### **E.2 Federal Funding Accountability and Transparency Act (FFATA or Transparency Act)**

Applicable to grants and cooperative agreements:

1. Reporting of first-tier subawards.
  - a) *Applicability.* Unless the award recipient is exempt as provided in paragraph [4.] of this award term, the award recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph [5.] of this award term).
  - b) *Where and when to report.*
    - I. The Federal entity or Federal agency must report each obligating action described in paragraph [1.a.] of this award term to [FSRS.gov](#).
    - II. For subaward information, the recipient must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  - c) *What to report.* The award recipient must report the information about each obligating action that the submission instructions posted at [FSRS.gov](#) specify.
2. Reporting total compensation of recipient executives for non-Federal entities.
  - a) *Applicability and what to report.* The award recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if—
    - I. the total Federal funding authorized to date under this Federal award is equal to or exceeds \$30,000 and is subject to the Transparency Act, as defined in 2 CFR 170.320;
    - II. in the preceding fiscal year, the recipient received—

- (A) 80% or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
    - III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the [U.S. Security and Exchange Commission \(SEC\) total compensation filings](#))
  - b) *Where and when to report.* The award recipient must report executive total compensation described in paragraph [2.a.] of this award term:
    - a. As part of your registration profile at [SAM.gov](#).
    - b. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
  - a) *Applicability and what to report.* Unless the recipient is exempt as provided in paragraph [4.] of this award term, for each first-tier non-Federal entity subrecipient under this award, the award recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - I. in the subrecipient's preceding fiscal year, the subrecipient received—
      - (A) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - II. The public does not have access to information on the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the [SEC total compensation filings](#))
  - b) *Where and when to report.* The award recipient must report subrecipient executive total compensation described in paragraph [3.a.] of this award term:
    - I. To the recipient.
    - II. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October

1 and 31), the grant recipient must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions.

If, in the previous tax year, the award recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

- a) Subawards; and
- b) The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions.

For purposes of this award term:

- a) *Federal Agency* means a Federal agency as defined in 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b) *Non-Federal Entity* means all of the following, as defined in 2 CFR part 25:
  - I. A Governmental organization, which is a State, local government, or Indian tribe;
  - II. A foreign public entity;
  - III. A domestic or foreign nonprofit organization; and
  - IV. A domestic or foreign for-profit organization.
- c) *Executive* means officers, managing partners, or any other employees in management positions.
- d) *Subaward*:
  - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant recipient received this award and that the grant recipient as the recipient award to an eligible subrecipient.
  - II. The term does not include the grant award recipient's payment to a contractor, as defined in 2 CFR 200.331, for property and services needed to carry out the project or program.
  - III. A subaward may be provided through any legal agreement, including an agreement that the grant recipient or a subrecipient considers a contract.
- e) *Subrecipient* means a non-Federal entity or Federal agency that:
  - I. Receives a subaward from the grant award recipient under this award; and
  - II. Is accountable to the grant recipient for the use of the Federal funds provided by the subaward.
- f) *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - I. *Salary and bonus*.
  - II. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - III. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization, or medical reimbursement

- plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - V. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - VI. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

### E.3 Integrity and Performance Matters – FAPIIS

1. If the total value of the currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in Paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings about which the award recipient must report. Submit the information required about each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b. Reached its final disposition during the most recent 5-year period; and
  - c. Is one of the following:
    - I. A criminal proceeding that resulted in a conviction, as defined in Paragraph 5. of this award term;
    - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - III. An administrative proceeding, as defined in Paragraph 5. of this award term, that resulted in a finding of fault and liability and grant recipient payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
    - IV. Any other criminal, civil, or administrative proceeding if:
      - (A) It could have led to an outcome described in Paragraph 2.c.I, II, or III of this award term;
      - (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the grant recipient's part; and

(C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting procedures. Enter in SAM, Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in Paragraph 2 of this award term. The award recipient does not need to submit the information a second time under assistance awards that were received if the recipient already provided the information through SAM (formerly CCR) because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.
4. Reporting frequency. During any period of time when the award recipient is subject to the requirement in Paragraph 1 of this award term, the award recipient must report FAPIIS information through SAM no less frequently than semiannually following the initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that the award recipient has not reported previously or to affirm that there is no new information to report.
5. Definitions. For purposes of this award term:
  - a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., SEC Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
  - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
    - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
    - II. The value of all options, even if not yet exercised.

#### E.4 Audits

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL award recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Audits of direct award recipients that are for-profit and foreign entities must be submitted directly to: USDOL ETA-OGM, Attn: Audit Resolution, 200 Constitution

Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse

The recipient is prohibited from earning a profit resulting from the implementation of this cooperative agreement. As directed in 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance unless explicitly authorized in the Federal Award Terms. Additionally, the provision on profit only applies to WIOA Title 1 programs at 20 CFR 683.295

## E.5 Audit Submission Deadline Extension Related to COVID-19

In OMB Memorandum M-20-17, OMB offered an extension of Single Audit submission deadlines for fiscal years ending June 30, 2020 to allow recipients and subrecipients a responsible transition to normal operations. This flexibility was extended through December 31, 2020 by OMB Memorandum 20-26.

In OMB Memorandum M-21-20, Appendix 3, Item IX, OMB has offered an additional extension of Single Audit submission deadlines for fiscal years ending June 30, 2021. Award recipients and subrecipients that have not yet filed their single audits with the Federal Audit Clearinghouse as of March 19, 2021, that have fiscal year-ends through June 30, 2021, may delay the completion and submission of the Single Audit reporting package, as required under 2 CFR 200.501 (Audit Requirements), to six (6) months beyond the normal due date. This extension does not require individual recipients and subrecipients to seek approval for the extension by the cognizant or oversight agency for audit; however, recipients and subrecipients should maintain documentation of the reason for the delayed filing.

## E.6 Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the ETA. The grant and cooperative agreement award recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See ETA's [Grant Closeout](#) webpage for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. During the closeout process, the award recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the award recipient's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement or cooperative agreement is sufficient documentation. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (NOA) (2 CFR 2900.15).

## **Part F: National Policy and Restrictions**

### F.1 Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

### F.2 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR Part 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

### F.3 Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all award recipients receiving awards from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

### F.4 Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

### F.5 Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce products developed in whole or in part with grant funds:

*“This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL) ’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”*

## F.6 Promoting Equitable Delivery of Government Benefits and Equal Opportunity

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, grant and cooperative award recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor’s award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way to achieve equity.

The term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with



disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The term “underserved communities” refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.”

#### F.7 Personally Identifiable Information

The award recipient(s) must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in [TEGL No. 39-11, Guidance on the Handling and Protection of PII](#).

#### F.8 Publicity

Pursuant to P.L. 117-103, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

#### F.9 Telecommunications Prohibition

Award recipients must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020).

Award recipients, including grant and cooperative agreements, and subrecipients are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;

- Extend or renew a contract to procure or obtain; or

- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any

subsidiary or affiliate of such entities). Including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232 (section 889) and 2 CFR 200.471 for additional information.

#### F.10 Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires award recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients must comply with the DOL guidance on veterans' priority. ETA's [TEGL No. 10-09](#) (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

#### F.11 Waste, Fraud and Abuse

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

#### F.12 Whistleblower Protection

All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of

the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

#### F.13 Executive Order 12928 - Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities

Pursuant to Executive Order (EO) 12928, the award recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

#### F.14 Executive Order 13043 - Increasing Seat Belt Use

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

#### F.15 Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency

As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with [DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency](#), 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to [LEP.gov](#).

#### F.16 Executive Order 13513 - Federal Leadership On Reducing Text Messaging While Driving

Pursuant to EO 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, award recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles (GOV), or while driving privately-owned vehicles (POV) when on official Government business or when performing any work for or on behalf of the Government. Award recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

## F.17 Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers

Pursuant to EO 14005, Ensuring the Future Is Made in All of America by All of America's Workers, the award recipient agrees to comply with all applicable Made in America Laws (as defined in the EO), including the Buy American Act at 41 USC sections 8301-8305. For the purposes of this award, the grant and cooperative award recipient is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.

“Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured goods offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Public Law 66-261), also known as the Jones Act.

## F.18 Salary and Bonus Limitations

Pursuant to P.L. 117-103, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the [OPM.gov](https://www.opm.gov) website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including ETA programs. See [TEGL 5-06](#) for further clarification.

## F.19 Harassment Prohibited

The grant recipient and any subrecipients are prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct

based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:

Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or

Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.

Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

## **Part G: National Prohibitions and Other Restrictions**

### **G.1 Contracting with Corporations with Felony Criminal Convictions Prohibited**

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

### **G.2 Contracting with Corporations with Unpaid Tax Liabilities Prohibited**

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **G.3 Trafficking in Persons Prohibited**

1. This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—

- (A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or
- (B). Procure a commercial sex act during the period of time that the award is in effect; or
- (C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

- (A). Is determined to have violated a prohibition in paragraph a.I of this award term; or
- (B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or
- II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.I of this grant award term through conduct that is either—
  - (A). Associated with performance under this award; or
  - (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

- I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.
- II. DOL/ETA right to terminate unilaterally that is described in paragraph a.II or b of this section:
  - (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a.I of this award term in any subaward the award recipient make to a private entity.

d. *Definitions.* For purposes of this award term:

I. “Employee” means either:

(A). An individual employed by the grant award recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this grant award and not compensated by the grant recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

III. “Private entity”:

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### G.4 Health Benefits Coverage for Contraceptives

Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care’s HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals’ religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

## G.5 Health Benefits Coverage for Abortions Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

## G.6 Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 117-103, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

- “(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
- (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
  - (B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
    - (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
    - (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
    - (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
    - (iv) negotiating settlements; or
    - (v) making recommendations regarding litigation.
- (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].
- (3) For purposes of this subsection—
- (A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;



(B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

(C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25% or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

#### G.7 Lobbying/Advocacy Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

#### G.8 Blocking Pornography Required

Pursuant to P.L. 117-103, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

#### G.9 Privacy Act

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

#### G.10 Procuring Goods Obtained Through Child Labor Prohibited

Pursuant to P.L. 117-103, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services at ILAB’s [List of Products Produced by Forced or Indentured Child Labor](#) webpage.

### G.11 Promotion of Drug Legalization Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

### G.12 Public Communications – Certain Information Requirement

Pursuant to P.L. 117-103, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

### G.13 Purchase of Sterile Needles or Syringes Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM July 26, 2022

**SUBMITTED BY:** Department of Public Health—Rose Mary Rahn/Heather Silva

**SUBJECT:** NATIONAL BREASTFEEDING MONTH PROCLAMATION

**SUMMARY:**

**Overview:**

The Kings County Breastfeeding Coalition and the Department of Public Health - Women, Infants and Children Program, request the Board proclaim the month of August 2022 as “National Breastfeeding Month” in Kings County. By joining the nation in observing this month, the County will bring awareness to the importance of breastfeeding to the community for the health of infants and children.

**Recommendation:**

**Adopt a resolution proclaiming the month of August 2022 as National Breastfeeding Month in Kings County.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Since 2011, the United States Breastfeeding Committee has had a Congressional Proclamation to declare the month of August as National Breastfeeding Month in the United States (U.S.). This proclamation is an opportunity to advance breastfeeding on a national as well as local level through collaboration, leadership, and advocacy so U.S. families will have the opportunity to breastfeed. Breastfeeding, or human milk feeding, is the biological norm for infant feeding, and demonstrated by research, to be an important primary prevention strategy that builds a lifelong foundation for health and wellness.

(Cont'd)

**BOARD ACTION :**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **NATIONAL BREASTFEEDING MONTH PROCLAMATION**

**July 26, 2022**

**Page 2 of 2**

Multiple barriers have created an atmosphere where infants are only breastfed for a short period of time during early infancy, despite parents' intentions to breastfeed longer. Policies and environmental changes are needed to make it more feasible for families to achieve their breastfeeding goals. With the current infant formula shortage, it is more important than ever to help support breastfeeding families for long-term success.

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

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

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING  
THE MONTH OF AUGUST 2022 AS  
NATIONAL BREASTFEEDING MONTH

---

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the month of August has been deemed National Breastfeeding Month; and,

WHEREAS, human milk feeding benefits both mothers and infants, and is a proven foundational prevention strategy for lifelong health and wellness; and,

WHEREAS, major medical authorities, including the American Academy of Pediatrics, recommend exclusive human milk feeding for the first sixth months of a child’s life, with continued human milk feeding throughout the child’s first year and beyond; and,

WHEREAS, in 2011, the United States Surgeon General announced a “Call to Action to Support Breastfeeding” that identifies barriers to optimal breastfeeding in health care practices, employment, communities, research, public health infrastructure, and social networks; and recommends methods in which families, communities, employers, and health care professionals could help eliminate those barriers to improve breastfeeding rates and increase support for breastfeeding; and,

WHEREAS, the County of Kings further recognizes the unique health, economic, and societal benefits that breastfeeding provides to mothers, children, families, and the community as a whole; and encourages all stakeholders to work together to support breastfeeding and ensure that barriers to initiation and continuation of breastfeeding be removed; and,

WHEREAS, the Kings County Department of Public Health commends the parental health and breastfeeding advocates throughout our county working to build individual, family, and community support for breastfeeding; and joins in celebrating and promoting awareness of the benefits of breastfeeding for all babies and parents, now and in the future.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Supervisors of the County of Kings, State of California, that the month of August 2022, is recognized as National Breastfeeding Month in Kings County, and urges all citizens to observe this month by acknowledging the importance of breastfeeding month in the County.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_,  
seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2022, by the following vote:

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

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Joe Neves, Chairman  
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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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 July 26, 2022

**SUBMITTED BY:** Department of Public Health - Rose Mary Rahn/Heather Silva

**SUBJECT:** COVID-19 PREVENTATIVE SERVICES

**SUMMARY:**

**Overview:**

Kings County residents continue to test positive for COVID-19 and spread the virus, which has led to illness, hospitalizations, and in some cases, death. COVID-19 preventative services are required to reduce the spread of COVID-19 throughout the communities in Kings County.

**Recommendation:**

- a. Approve the Agreement with Valley Voices for COVID-19 education and prevention services retroactively effective from July 1, 2022, to June 30, 2023.
- b. Authorize the Director of Public Health to amend the agreement for non-substantiative changes and non-financial contractual changes without requiring further board approval.

**Fiscal Impact:**

The cost for Fiscal Year 2022-2023 is \$635,069. The expenditure appropriation and revenues are included in the Department of Public Health's Fiscal Year 2022-2023 Adopted Budget (Budget Unit 401200, Account 92047).

**BACKGROUND:**

On July 6, 2022, a Sole Source justification was approved by Purchasing Manager, Evan Jones, to waive the competitive bidding process for King County Department of Public Health (KCDPH) to work with Valley Voices for COVID-19 case investigation and prevention services. On August 6th, 2021, Purchasing Service Agreement 004-2022 with Valley Voices was approved by the Purchasing Manager. The agreement was in

(Cont'd)

**BOARD ACTION :**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **COVID-19 PREVENTATIVE SERVICES**

**July 26, 2022**

**Page 2 of 2**

response to the surge amongst Kings County residents testing positive for COVID-19 and the increase in hospitalizations because of the virus. On September 28, 2021, your board approved Amendment I to Board Agreement No.21-126, extending the term of the agreement by nine months to June 30, 2022, and increasing the maximum compensation by \$362,876, to an amount of \$412,328, to expand services.

Due to the continued presence of the COVID-19 virus in Kings County, it is necessary to renew the agreement with Valley Voices for an additional 12 months through the end of the Fiscal Year (FY) 2022-23. The primary focus of the agreement is to provide crucial prevention services in mitigating the spread of the virus. Valley Voices has been a significant partner to KCDPH and has been crucial in the efforts to decrease the spread of COVID-19 in Kings County.

The renewal was delayed due to finalizing a scope of work and a budget as, KCDPH, in coordination with California Department of Public Health, has discontinued utilizing case investigation for most COVID-19 cases. The item requests the authorization of the Director of Public Health to renew the agreement for non-substantiative changes and non-financial contractual changes due to evolving response needed for COVID-19 preventative services. This will allow KCDPH flexibility to meet the service needs of Kings County residents.

The current agreement has been renewed to shift the primary focus from case investigation to other prevention services intended to prevent the spread of the virus. The renewed agreement includes COVID-19 testing, COVID-19 vaccine events, and other community outreach and education services.

Partnering with Valley Voices to provide COVID-19 testing is essential to stopping the spread of the virus by providing more testing opportunities for residents of Kings County and expanding community surveillance of the disease. Since November of 2021, Valley Voices has provided COVID-19 tests to approximately 700 residents with over 200 residents participating in their testing services in May 2022. Valley Voices provides COVID-19 testing services every Monday at Alma's Flea Market as well as other pop-up sites throughout Kings County.

Outreach services provided by Valley Voices includes canvassing, social media engagement, phone banking, and tabling to provide Kings County residents COVID-19 education and resources. In addition, Valley Voices has hosted more than 30 COVID-19 vaccine events, which resulted in more than 2,640 vaccinees being administered.

The agreement also includes establishing a Promotor/Community Health Worker model network that will provide additional health education to the public. The innovative model for community engagement highlights the role of grassroots and community leaders in engaging families, to improve their lives by increasing awareness about factors that affect their health. The program will serve disparate populations and promote health equity in neighborhoods and communities. The program's initial training is set for June of 2022. Services listed are requirements of the Epidemiological and Laboratory Capacity grant, which your board has previously approved.

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



Agreement No. \_\_\_\_\_

**COUNTY OF KINGS**

**AGREEMENT FOR SERVICES BETWEEN KINGS COUNTY DEPARTMENT OF  
PUBLIC HEALTH**

**AND**

**VALLEY VOICES**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”), on behalf of its Department of Public Health; and Valley Voices, a California nonprofit public benefit corporation (hereinafter “Contractor”) (individually, a “Party”; collectively, the “Parties”).

**R E C I T A L S**

WHEREAS, County requires services for COVID-19 case investigation and other services related to the prevention of spread of COVID-19; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

**1. TERM**

This Agreement shall be in full force and effect retroactive to July 1, 2022 and shall terminate on June 30, 2023 unless otherwise terminated in accordance with its terms.

**2. SCOPE OF SERVICES**

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in the Summary of Services attached as **Exhibit A**. Wherever the term “CONTRACTOR” is used in **Exhibit A**, it shall be understood to include all employees, agents, and subcontractors of Contractor in the performance of the Agreement.

**3. CONTRACTOR QUALIFICATIONS**

Contractor possesses the requisite skills necessary to perform the work under this Agreement, and County relies upon such skills. Contractor shall utilize its ability, experience and talent, to 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.

Contractor affirms that it possesses all necessary and required licensure to perform the work under this Agreement. Such licensure may include, but is not limited to: driver's license, professional license, certificate of tax-exempt status, and permits. Contractor affirms that all necessary and required licensure is current and valid and shall remain so for the term of the Agreement.

Contractor affirms that it has reviewed **Exhibit A** and agrees that in its professional judgment, the work can and shall be completed within the maximum amount of costs and time as set forth in this Agreement.

#### **4. COMPENSATION**

A. County shall pay Contractor in accordance with the Operating Budget attached as **Exhibit B**. Contractor shall not be entitled to, nor shall County pay, any additional consideration, compensation, or other remuneration beyond that set forth in **Exhibit B**. Contractor shall expend all funds in accordance with this Agreement by June 30, 2023.

#### **B. Invoicing and Payment.**

1. Contractor shall invoice 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. To ensure that fiscal year ("FY") 2022/2023 expenditures are claimed to the 2022/2023 allocation, the invoice for June 2023 must be received by County on or before July 10, 2023.

#### **2. Content of Invoices:**

a. Invoices shall be in a format specified by County

b. Invoices shall be documented in sufficient detail for County's Auditor to determine that funds were expended for the intended purposes of the Agreement. Invoices shall include:

- (1) Descriptions of the service(s) rendered;
- (2) Recipient(s) of services;
- (3) Date(s) and time(s) of services; and
- (4) Charges for services.

c. Contractor shall support its costs through properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders, receipts, or any other documents pertaining in whole or in part to this Agreement.

d. No reimbursement for travel or per diem shall be made until actually incurred and paid by Contractor.

e. Reimbursement shall only be for expenditures that directly benefit County.

3. Contractor shall submit all invoices and audits electronically to County's Program Manager or his designee.

4. County payments under this Agreement shall be on a cost reimbursement basis. Total payments over the term of the Agreement shall not exceed the "Contract Period Total" established in **Exhibit B**.

5. County shall pay Contractor monthly in arrears within thirty (30) days of County's timely receipt of Contractor's invoice. Invoices will be reviewed and approved by County prior to payment.

6. County will make final payment upon its receipt of the reconciled expenditure and statistical reports for the period ending June 30, 2023, and the final invoice for all costs of the Agreement must be submitted no later than July 10, 2023. Final payment may be held until any necessary termination audit is completed.

C. **Audit Exceptions**. Contractor is responsible for the repayment to County of all audit exceptions resulting from audits performed by County, or by state or federal agencies, related to the Agreement. County reserves the right to recover such exceptions through offsets against future payments.

D. **Funding Source**. County's obligation to make payments to Contractor is contingent upon the appropriation of funds from various sources. 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.

## 5. **RECORDS AND INSPECTIONS.**

A. Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Records shall be maintained for no less than seven (7) years after the termination of this Agreement or any extension of this Agreement. Records shall be clearly identified and 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.

B. All financial records shall be prepared in accordance with generally accepted accounting procedures. Records shall properly accumulate and segregate expenditures by line item.

C. Contractor acknowledges that records under the Agreement may be subject the California Public Records Act (“CPRA”). Contractor will maintain records in a manner that facilitates compliance with the CPRA.

## 6. AMENDMENTS

A. Except as described in Subsection B, this Agreement may be modified only by a written amendment signed by Contractor and the County’s Board of Supervisors (“Board”) or other representative authorized by the Board.

B. Any proposed increase in a single line item up to 10% of the original line-item amount must be approved by the Program Manager or their designee. Any such Manager-approved modification shall not exceed the Contract Period Total set forth in Section 4.

## 7. BREACH AND TERMINATION

A. **Preservation of Rights Upon Termination.** The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law, equity, or under this Agreement.

B. **Termination Without Cause.** Either Party may terminate this Agreement without cause by giving the other Party at least 30 calendar days’ prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County’s funding for services under this Agreement becomes unavailable, County may terminate this Agreement effective immediately.

C. **Termination For Cause.**

1. **Notice of Breach.** This Agreement may be terminated by either Party should the other Party materially breach this Agreement. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether or not the breach is able to be cured.

2. **Breach Subject to Cure.**

a. Unless otherwise specifically noted in the Notice of Breach, all breaches shall be deemed subject to cure.

b. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may

terminate the Agreement upon further and written notice specifying the date of termination.

c. In the event the nature of the breach requires more time to cure than allowed in the Notice of Breach, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may:

- (1) Terminate the agreement immediately,
- (2) Terminate the agreement effective the date specified in the Notice of Breach, or
- (3) Grant the breaching Party additional time to cure.

d. If Contractor is the breaching Party, County may elect to cure the breach on its own. If County elects to cure the breach on its own, Contractor shall be liable for and bear all expenses County incurs curing the breach.

3. **Breach Not Subject to Cure.** If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate the Agreement, including the date the non-breaching Party intends the Agreement to terminate.

D. **No Waiver of Breach by Forebearance.** In no event will either Party's act of forbearance regarding previous acts by the other Party:

1. Constitute a breach of the non-breaching Party's obligations under this Agreement.
2. Waive the non-breaching Party's future right to assert the breach during the term of the Agreement.
3. Waive a Party's right to assert any future breach.
4. Impair or prejudice any remedy available to the non-breaching Party.

E. **Effects of Termination.** Termination of this Agreement shall not terminate Contractor's obligations or liability to County for any of the following:

1. Damages sustained by County because of Contractor's breach.
2. Contractor's duty to indemnify County.
3. Contractor's duty to maintain and make available to County any records pertaining to the Agreement.

4. Contractor's duty to confidentiality as described in Section 12 of this Agreement.
5. Contractor's duty to cooperate with any audit.
6. Contractor's subjection to offset.
7. Contractor's duty to report pre-termination contract activities.

## 8. INSURANCE

A. Contractor shall purchase prior to commencement of work on this Agreement, and maintain during the term of this Agreement, the following types of insurance for the minimum limits indicated:

1. **Commercial General Liability.** Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) 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 Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). 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. The policy shall be endorsed to waive the insurer's subrogation rights against County.
4. **Professional Liability.** One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier, guaranteeing the coverage above to County. Such page shall be mailed as set forth under Section 19 of this Agreement prior to the execution of this Agreement. In the event Contractor fails to maintain 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.

C. 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.

D. 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.

E. Contractor's purchase and maintenance of the above insurance policies, or any policies in addition to those listed above, does not limit County's right to obtain indemnification from Contractor or any third parties.

## **9. INDEMNIFICATION**

A. Professional Services: When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, 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 Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor 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. All Other Services: 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, officials, employees, 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, any act, omission, fault or negligence, whether active or passive, 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. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

## **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer or employee of County. This Agreement is by and between 2 independent contractors. It is not intended to, and shall not

be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association.

## **11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug-free workplace, and all health and safety standards set forth by the State and County.

## **12. CONFIDENTIALITY**

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

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit C**.

## **13. CONFLICT OF INTEREST**

Contractor warrants that neither its employees, Board of Directors or officers, nor their immediate families have any financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial 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) in its employ who have an actual, potential, or apparent conflict of interest.

## **14. 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, gender identity, or sexual orientation. 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.



## **15. SUBCONTRACTORS**

If Contractor subcontracts any portion of its Scope of Work under the Agreement, Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors:

- A. Section 5, Records and Inspections,
- B. Section 8, Insurance
- C. Section 9, Indemnification
- D. Section 11, Compliance with Law
- E. Section 12, Confidentiality
- F. Section 13, Conflict of Interest
- G. Section 14, Nondiscrimination
- H. Section 24, ADA Compliance

## **16. ASSIGNMENT**

Contractor shall not assign this Agreement or monies due without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

## **17. UNFORESEEN CIRCUMSTANCES**

Neither Party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a Party's reasonable control, provided written notice is provided to the other Party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

## **18. OWNERSHIP OF DOCUMENTS**

County is 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 any jurisdiction.

## **19. NOTICE**

A. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

**COUNTY:**

Nicholas Montoya, Program Manager  
330 Campus Drive  
Hanford, CA 93230  
Email: nicholasmontoya@co.kings.ca.us

**CONTRACTOR:**

Ruth Lopez, Executive Director  
729 W. Lacey Blvd. suite 9  
Hanford CA, 93230  
Email: ruthl@vvoices.org

**B. Effective Date of Notice.**

1. If notice is given by personal delivery, notice is effective as of the date of personal delivery.
2. If notice is given by fax, notice is effective as of the date of transmission.
3. If notice is given by overnight carrier, notice is effective as of the date of delivery.
4. If notice is given by e-mail, notice is effective as of the date it was sent.
5. If notice is given by mail, notice is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**20. CHOICE OF LAW**

The Parties have executed and delivered this Agreement, and all services under this agreement are to be performed, 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 is the appropriate 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.

**21. 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.

**22. SURVIVAL**

The following sections shall survive the termination of this Agreement:

- A. Section 5, Records and Inspections
- B. Section 8, Insurance
- C. Section 9, Indemnification
- D. Section 12, Confidentiality

## **23. NO THIRD-PARTY BENEFICIARIES.**

Unless otherwise specifically stated within this Agreement, 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.

## **24. ADA COMPLIANCE**

Contractor shall comply with the Americans with Disabilities Act, Title II, and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement. Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall have available a copy of County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, attached to this Agreement as **Exhibit D**.

## **25. CONTRIBUTIONS OF BOTH PARTIES**

The Parties agree that each Party had had an opportunity to review this Agreement and consult with legal 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. 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.

## **27. COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

## **28. ELECTRONIC SIGNATURES**

The Parties may execute this Agreement via electronic means by their respective signatories. The Parties intend such signatures to give rise to a valid, enforceable, and fully effective Agreement.

## **29. IMAGED AGREEMENT**

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither

Party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

**30. INCORPORATION OF RECITALS AND EXHIBITS**

The attached Recitals and Exhibits are fully incorporated into and are integral parts of this Agreement.

**31. ENTIRE AGREEMENT**

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.


**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

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

COUNTY OF KINGS

VALLEY VOICES

By: \_\_\_\_\_  
Joe Neves, Chairman of the Board

By:  \_\_\_\_\_  
Ruth Lopez, Executive Director

Approved and Endorsements Received:

 \_\_\_\_\_  
Sarah Poots, Risk Manager

APPROVED AS TO FORM:  
Diane Freeman, County Counsel

By:  \_\_\_\_\_  
Sean Cash, Deputy County Counsel

Exhibits /Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Budget
- Exhibit C:** HIPAA Business Associate Agreement & Data Security Standards
- Exhibit D:** Grievance Procedure under ADA or CA State Disability Civil Rights Laws

### **SUMMARY OF SERVICES**

CONTRACTOR: Valley Voices

ADDRESS: 729 W. Lacey Blvd., Suite #9, Hanford, CA 93230

SERVICES: COVID-19 Preventive Services

TELEPHONE: (559) 381-0782

CONTACTS: Ruth Lopez, Executive Director

EMAIL: RuthL@vvoices.org

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### **OVERVIEW**

Valley Voices (CONTRACTOR) shall provide COVID-19 preventive services to help prevent the spread of the disease. The provided services will assist Kings County Department of Public Health (KCDPH) protect the residents of Kings County.

### **I. TARGET POPULATION**

Services will be restricted to residents residing in Kings County.

### **II. SCHEDULE AND LOCATION OF SERVICES**

Services shall be provided at the locations and during the schedule listed below, except holidays that are observed by the KCDPH. KCDPH may approve other holidays or closures as requested in advance by CONTRACTOR.

#### **A. Office Location and Hours of Operation**

1. CONTRACTOR shall have an office location in Kings County.
2. Hours of Operation shall include at minimum unless otherwise approved by KCDPH:
  - a. Monday through Friday, 8 AM – 5 PM
  - b. Weekend Hours as needed and agreed upon between KCDPH and CONTRACTOR
3. CONTRACTOR will work with KCDPH to create a staffing schedule to meet service needs

### **III. KCDPH RESPONSIBILITIES**

KCDPH shall:

1. Provide CONTRACTOR an overview training on COVID-19;
2. Partner with CONTRACTOR on creating Promotora and Community Health Worker

- (CHW) trainings;
3. Facilitate a once-a-week optional meeting for line staff to provided additional support;
  4. Meet with CONTRACTOR's staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.

#### **IV. PROGRAM SERVICES**

CONTRACTOR shall provide the Program Services listed below. CONTRACTOR shall provide services supporting the prevention of the spread of COVID-19. CONTRACTOR shall follow standard protocols and shall maintain confidentiality of sensitive personal and protected health information at all times.

##### **A. Case Investigation**

CONTRACTOR shall access cases via CalCONNECT and conduct communicable disease interventions at the individual level, interacting with persons known or suspected of having COVID-19. This includes, but is not limited to, the following functions:

1. Act as the primary point of contact to notify individuals with a positive diagnostic test for COVID-19.
2. Provide education and support about the disease, while gathering information from the case.
3. Conduct interviews of a highly personal nature.
4. Establish rapport with patients to become a trusted individual within the community.
5. Coordinate and triage steps for care and isolation.
6. Ensure the protection of individual confidentiality; communicate to the case the importance of confidentiality.
7. Refer cases and their families to various supportive services.
8. Collect and enter case information into an online surveillance system, including but not limited to, demographics, medical conditions, other risk factors, household contact information, and other pertinent information.
9. Collaborate with KCDPH to facilitate the transfer of demographic and locating information for individuals who require medical follow-up or support services.
10. Track and report daily and weekly progress.
11. Utilize a personal computer with a Microsoft Windows operating system, including competency in Microsoft Office applications and other database systems or applications.
12. Provide extensive documentation of activities conducted and communications with exposed persons.
13. Support KCDPH by triaging inquiries regarding COVID exposures and outbreaks including:
  - a. Provide basic information regarding local resources;
  - b. Follow local health department (LHD) communication protocols;
  - c. Route questions to subject matter experts, as needed;
  - d. Use local and state data platforms to provide information regarding impacted

- individuals;
- e. Enter and update information in local and state data platforms related to exposure events or outbreaks;
- f. Send isolation orders, education, and resources to residents; and
- g. Email scripts and orders to KCDPH.

**B. COVID-19 Testing**

CONTRACTOR shall:

1. Work with KCDPH to become eligible to provide COVID-19 testing.
2. Once eligible, provide COVID-19 testing at approved KCDPH sites, as well as pick-up and drop-off COVID-19 tests to KCDPH.

**C. Community Outreach**

Outreach is defined as engagement with the Kings County residents to provide COVID-19 education and resources. Outreach will include but not be limited to COVID-19 vaccine and testing promotion via:

1. Canvassing
2. Social Media, though all social media expenditures and activities associated with this agreement require KCDPH prior approval
3. Phone banking
4. Tabling
5. Hosting COVID-19 Vaccine events

**D. Promotores / Community Health Workers**

The Promotores / Community Health Worker model network provides additional health education to the public. The innovative model for community engagement highlights the role of grassroots and community leaders in engaging families, to improve their lives by increasing awareness about factors that affect their health. The program will serve disparate populations and promote health equity in neighborhoods and communities.

1. Partner with KCDPH to establish Promotora / Community Health Worker network in Kings County
2. Host monthly meetings in both English and Spanish (upon KCDPH request)

**V. REPORTING REQUIREMENTS**

**A. HPPAA Business Associate**

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).
2. CONTRACTOR shall meet all requirements of Exhibit C “HIPAA Business Associate Exhibit”.
3. CONTRACTOR shall meet all requirements of Attachment 2 “Business Associate Data



Security Standards”.

**B. Meeting with KCDPH**

1. CONTRACTOR will be responsible for virtually meeting with KCDPH. Meetings will be monthly, if requested, or more often as requested by KCDPH for contract and performance monitoring.

**C. Monthly Reporting**

1. CONTRACTOR will be required to submit a monthly report to KCDPH that will include, but not be limited to:
  - a. Actual expenses with backup documentation organized in a method approved by KCDPH. Invoices shall include all corresponding documentation submitted and be identified by line item. Supporting documentation shall include but is not limited to receipts, invoices received and documented administrative/overhead costs.
  - b. Other program information requested by KCDPH.

**VI. PERFORMANCE MEASURES**

For each contract period, CONTRACTOR shall meet the following performance measurements and levels. Performance measures are subject to change, and can be modified in writing by KCDPH:

**A. Outcome 1: Vaccine Events (100%)**

1. Progress on this outcome will be measured by the total number of vaccine events hosted by CONTRACTOR.
2. It is expected CONTRACTOR shall host a minimum 12 vaccine events over the fiscal year.

**B. Outcome 2: COVID Education Outreach (100%)**

1. Progress on this outcome will be measured by the total number of completed community outreach events for COVID-19.
2. It is expected CONTRACTOR will complete at least one outreach event per week.

**C. Outcome 3: Kings County Promotores / CHW (100%)**

1. Progress on this outcome will be measured by completing a Promotores training (20%)
2. It is expected CONTRACTOR will host monthly meetings in English and Spanish, with a minimum of 6 meetings held during FY 2022-23 (60%)
3. Conduct at minimum (2) community events promoting health education approved by KCDPH (20%)

**BUDGET**

**ORGANIZATION:** Valley Voices  
**SERVICES:** COVID-19 Prevention Services  
**CONTRACT TERM:** 7/01/2022 – 06/30/2023  
**TERM AMOUNT:** \$ 635,069.00

| <b>BUDGET CATEGORY</b>                                                                                     | <b>TOTAL</b>         |
|------------------------------------------------------------------------------------------------------------|----------------------|
| <b>SALARIES</b>                                                                                            | <b>\$ 331,418.00</b> |
| <b>Positions</b>                                                                                           |                      |
| Executive Director (.3 FTE)                                                                                |                      |
| Operations Manager (.1 FTE)                                                                                |                      |
| Social Media Manager (.25 FTE)                                                                             |                      |
| Community Relations (.4 FTE)                                                                               |                      |
| Special Projects Manager (.5 FTE)                                                                          |                      |
| Promotora Coordinator (1 FTE)                                                                              |                      |
| Promotora Staff (4 FTE)                                                                                    |                      |
| High School Promotora (1 FTE)                                                                              |                      |
| Any deviation in FTE requires KCDPH approval.                                                              |                      |
| <b>BENEFITS AND PAYROLL TAXES (28% of Salaries)</b>                                                        | <b>\$ 92,798.00</b>  |
| Includes Health Insurance, Retirement, Life Insurance, FICA, SUI                                           |                      |
| <b>INSURANCE</b>                                                                                           | <b>\$1,8250.00</b>   |
| Includes Commercial General Liability, Automobile Liability, Workers Compensation                          |                      |
| <b>COMMUNICATIONS</b>                                                                                      | <b>\$ 2,940.00</b>   |
| Includes approx. Data and Internet, partial phone bill reimbursement (\$25 per eligible staff)             |                      |
| <b>OFFICE EXPENSES</b>                                                                                     | <b>\$7,450.00</b>    |
| Includes subscriptions to Adobe, Microsoft Suite, and Zoom, Excel training, office cleaning, printer lease |                      |
| <b>OFFICE LEASE</b>                                                                                        | <b>\$21,600.00</b>   |
| Rent and Utilities                                                                                         |                      |
| <b>EQUIPMENT PURCHASE</b>                                                                                  | <b>\$2,500.00</b>    |
| Includes 4 laptops and headsets                                                                            |                      |
| <b>TRANSPORTATION</b>                                                                                      | <b>\$ 10,200.00</b>  |
| Includes Travel and Mileage Reimbursement @\$0.56 per mile, program vehicle lease                          |                      |
| <b>PROGRAM SUPPLIES</b>                                                                                    | <b>\$13,600.00</b>   |
| Includes Desks, Chairs, folding table, general office supplies, ink, paper, printing door hangers          |                      |
| <b>OTHER (Social Media Outreach)</b>                                                                       | <b>\$6,250.00</b>    |
| Graphic design, social media, PSA creation, special event lease and outreach                               |                      |
| <b>Subcontractor</b>                                                                                       | <b>\$71,600.00</b>   |
| Includes Promotora training services, IT, bookkeeping                                                      |                      |
| <b>INDIRECT COSTS</b>                                                                                      | <b>\$ 56,218.00</b>  |
| Indirect cost rate 10%                                                                                     |                      |
| <b>CONTRACT PERIOD TOTAL</b>                                                                               | <b>\$618,398.00</b>  |

**Exhibit C**  
HIPAA Business Associate Exhibit

**I. Recitals.**

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Kings (“County”) wishes to, or may, disclose to Logistics Health, Inc. (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Logistics Health, Inc. as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

## II. Permitted Uses and Disclosures of PHI by Business Associate.

A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:

1) **Use and Disclose for Management and Administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Services to be Provided by the Business Associate.** Business Associate will provide COVID-19 testing services. Said services are set forth in the Exhibit A.

## III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in

the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) **Security Officer.** If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

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

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within seventy-two (72) hours of the discovery***, to notify the County:

- i. What data elements were involved and the extent of the data involved in the breach,
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- iv. A description of the probable causes of the improper use or disclosure; and
- v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings  
Administration  
Attn: Larry Spikes, CAO – HIPAA compliance officer  
1400 W. Lacey Blvd., Bldg. 1  
Hanford, California 93230  
(559) 852-2589

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

#### IV. **Obligations of County.**

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

**V. Audits, Inspection and Enforcement.**

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

**VI. Termination.**

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from

County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

## VII. Miscellaneous Provisions.

A. **Disclaimer.** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.



D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**Attachment 2**  
Business Associate Data Security Standards

**I. General Security Controls.**

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor

release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

## II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### **III. Audit Controls.**

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### **IV. Business Continuity / Disaster Recovery Controls.**

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI 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 twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

### **V. Paper Document Controls.**

A. ***Supervision of Data.*** County PHI 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 is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. **Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. **Mailing.** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

## Exhibit D

County of Kings

2016 ADA Self-Evaluation

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Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

## Exhibit D

County of Kings 2016 ADA Self-Evaluation  
interviews or a tape recording of the complaint, are available to person with disabilities upon request.

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

Dominic Tyburski, ADA Coordinator  
County Government Center  
1400 West Lacey Blvd.  
Hanford, CA 93230

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]

## COUNTY OF KINGS PURCHASING DEPARTMENT SOLE SOURCE JUSTIFICATION

This form must accompany any requisition whenever a sole source purchase is requested. State and local laws subject the County of Kings to competitive bidding requirements. Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the requestor and forwarded to the County's Purchasing Manager.

The Purchasing Manager will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal, state or federal audit.

1. Please check all applicable categories (a through d) below and provide additional information where indicated.

- a. The requested product is an integral repair part or compatible only with *existing* equipment

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value     \$

- b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.
- c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
- d. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary.

Please see attachment

3. Was an evaluation of other equipment, products, or services completed? Yes  No

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase.

5. I certify that the above information is true and a signed copy of the Sole Source Justification Form will be kept on file and available for audit in my department. I further certify that myself, or anyone else participating in the decision to recommend this sole source purchase, do not have a personal or business relationship nor financial interest in the suggested vendor.

Signature

Printed Name and Title

Date

Nicholas Montoya Program Manager 7/6/2022

Purchasing Manager: Approved as written  Rejected  Signed Evan Jones 7/6/2022  
DocuSigned by: Evan Jones, Purchasing Manager



On July 28, 2021, a Sole Source justification was approved by Purchasing Manager, Evan Jones, to waive the competitive bidding process for King County Department of Public Health (KCDPH) to work with Valley Voices for COVID-19 case investigation and prevention services. On August 6th, 2021, Purchasing Service Agreement 004-2022 with Valley Voices was approved by the Purchasing Manager. The agreement was in response to the surge amongst Kings County residents testing positive for COVID-19 and the increase in hospitalizations because of the virus. On September 28, 2021, The Board of Supervisors approved Amendment I to Board Agreement No.21-126, extending the term of the agreement by nine months to June 30, 2022, and increasing the maximum compensation by \$362,876, to an amount of \$412,328, to expand services.

Due to the continued presence of the COVID-19 virus in Kings County, it is necessary to extend the Sole Source justification with Valley Voices for an additional 12 months. The primary focus of the agreement is to provide crucial prevent services in mitigat8ing the spread of the virus. Valley Voices has been a significant partner to KCDPH and has been crucial in the efforts to decrease the spread of COBID-19 in Kings County.

Partnering with Valley Voices to provide COVID-19 testing is essential to stopping the spread of the virus by providing more testing opportunities for residents of Kings County and expanding community surveillance of the disease. Since November of 2021, Valley Voices has provided COVID-19 tests to approximately 700 residents with over 200 residents participating in their testing services in May 2022. Valley Voices provides COVID-19 testing services every Monday at Alma's Flea Market as well as other pop-up sites throughout Kings County.

Outreach services provided by Valley Voices includes canvassing, social media engagement, phone banking, and tabling to provide Kings County residents COVID-19 education and resources. In addition, Valley Voices has hosted more than 30 COVID-19 vaccine events, which resulted in more than 2,640 vaccinees being administered.

Valley Voices' objective with the KCDPH will be to reduce the community spread of COVID-19 by providing COVID-19 preventive services. KCDPH Is seeking a sole source approval with Valley Voices to continue services.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM July 26, 2022

**SUBMITTED BY:** Department of Public Health –Rose Mary Rahn

**SUBJECT:** NOVEL CORONAVIRUS 2019 COUNTY UPDATE

**SUMMARY:**

**Overview:**

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

**Recommendation:**

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

**Fiscal Impact:**

The County is tracking costs and revenue losses related to the emergency.

**BACKGROUND:**

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to

(Cont'd)

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **NOVEL CORONAVIRUS 2019 COUNTY UPDATE**

**July 26, 2022**

**Page 2 of 2**

fourteen days after exposure. Currently, there are vaccines for antiviral treatment of COVID-19. County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. Per Board determination on July 12, 2022, an update will be provided every two weeks to the Board on County related activities and response.