

**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, September 13, 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 ❖ [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) ❖ 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=m4e1232b44a5f2424110a5bb265726ab5>

or by sending an email to [bosquestions@co.kings.ca.us](mailto: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 at 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](http://www.countyofkings.com) and click on the "Join Meeting" button or by clicking this link:

<https://youtu.be/fuP23Putgdg>

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](mailto: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 Andrew Cromwell – Koinonia Church  
PLEDGE OF ALLEGIANCE

- II. **BOARD OF SUPERVISORS – JOE NEVES/DOUG VERBOON**  
Presentation of a Proclamation to Westlands Water District in recognition of their 70<sup>th</sup> Anniversary.



**III. 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.*

**IV. APPROVAL OF MINUTES**

**A.** Approval of the minutes from the regular meeting for August 30, 2022.

**V. CONSENT CALENDAR**

**A. Behavioral Health Department:**

1. Consider approving the Agreement with WestCare California, Incorporated for substance use disorder program services retroactively effective from July 1, 2022, through June 30, 2023.

**B. Library:**

1. a. Consider authorizing the transfer of appropriations from contingencies for the purchase of the mobile library in the amount of \$238,000.  
b. Adopt the budget change. **(4/5 vote required)**

**C. Public Health Department:**

1. a. Consider authorizing the Public Health Director to accept the California Department of Public Health's Future of Public Health funding allocation in the amount of \$1,175,830 for the purpose of enhancing the public health workforce and infrastructure;  
b. Authorize the Public Health Director to sign and submit any certifications, invoices, and documents required for receipt of the allocated funds;  
c. Adopt the budget change. **(4/5 vote required)**
2. Consider authorizing the Public Health Director to sign the three-year Agreement of the Women, Infants and Children Program.
3. a. Consider authorizing the Public Health Director to accept this additional funding;  
b. Adopt the budget change. **(4/5 vote required)**
4. a. Consider approving the Health Care Program for Children in Foster Care Program Plan and Budget retroactively effective for Fiscal Year 2022-2023;  
b. Adopt the budget change. **(4/5 vote required)**
5. a. Consider approving the Child Health and Disability Prevention Program Plan and Budget retroactively for Fiscal Year 2022-2023.  
b. Adopt the budget change. **(4/5 vote required)**

**D. Public Works Department:**

1. Consider authorizing the Public Works Department to advertise the Central Services Generator Replacement project.

**E. Sheriff's Department:**

1. Consider authorizing the Sheriff's Office to purchase an overhauled engine for the Cessna T206H airplane.
2. Consider authorizing the Sheriff to sign the Agreement with the California Department of Corrections and Rehabilitation for temporary housing of a County of Kings' inmates.
3. a. Consider authorizing the Sheriff's Office to purchase a mini-caliber robot from ICOR Technology, Inc.  
b. Adopt the budget change. **(4/5 vote required)**
4. a. Consider approving the Agreement with Evidence IQ, Inc for a Ballistics Camera and Software.  
b. Adopt the budget change. **(4/5 vote required)**
5. Consider approving the Memorandum of Understanding with the Tachi-Yokut Tribe for Animal Services.





**CONSENT CALENDAR - Continued**

**F. Administration:**

1. Consider approving amendment number three to the Agreement with Vanir Construction Management, Inc. for continued construction management services during the construction phase of the Juvenile Center Remodel Project.
2. Consider denying the Claim for Damages filed by Joseph McCasland.
3. Consider appointing one member from alternate to primary representative on the Kings County Fish & Game Advisory Committee.

**VI.**

**REGULAR AGENDA ITEMS**

**A. Behavioral Health Department – Lisa Lewis/UnChong Parry**

1. a. Consider approving the Agreement with the California Department of Health Care Services (DHCS) for the Mental Health Plan contract, retroactively effective from July 1, 2022, through June 30, 2027.
- b. Authorize the Director of Behavioral Health to sign the Agreement and any amendments with the California Department of Health Care Services.

**B. Community Development Agency – Chuck Kinney**

1. Consider accepting the monthly report of Planning Commission's actions from their September 12, 2022 meeting.

**C. Department of Finance – James P. Erb/Rob Knudson**

1. Consider adopting a Resolution establishing property tax rates within Kings County for Fiscal Year 2022-2023.

**D. Fire Department – William Lynch**

1. a. Consider authorizing the Fire Chief to initiate a vehicle search for the replacement of Dozer 9's transport vehicle within the price range of \$150,000 to \$250,000;
- b. Authorize the Fire Chief to submit a letter of commitment for the purchase of a new or used transport vehicle with a recommended vendor once a vehicle is located.

**E. Administration – Edward Hill/Matthew Boyett**

1. Consider adopting a Resolution continuing to declare a local emergency due to drought conditions in Kings County.
2. Consider introducing and waiving the first reading of the Ordinance to adopt organic waste recycling and edible food recovery requirements pursuant to Senate Bill 1383.

**F. Public Health Department – Rose Mary Rahn**

1. 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.



**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).*

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

**VIII. CLOSED SESSION**

- ◆ **Personnel Matter: [Govt Code Section 54957]**  
**Public Employee Appointment: Job Training Office Director**
- ◆ **Personnel Matter: [Govt Code Section 54957]**  
**Department Head Evaluations**
- ◆ **Litigation initiated formally: Title:**  
Davidson v. Malone, et. al. 22C-0139  
**[Govt. Code Section 54956.9 (d)(1)]**

**IX. ADJOURNMENT**

The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, September 20, 2022 at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

September 20	9:00 AM	Regular Meeting
September 27	9:00 AM	Regular Meeting
September 28-30	--	San Joaquin Valley Regional Association of California Counties – Kings County Hosting – Board Members attending.
October 4	9:00 AM	Regular Meeting

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Board of Supervisors – Joe Neves/ Doug Verboon

**SUBJECT:** PROCLAMATION WESTLANDS 70<sup>TH</sup> ANNIVERSARY

**SUMMARY:**

**Overview:**

By the early 1950s, growers on the west side had recognized that their farmland was some of the most fruitful and productive farmland in the world and would require increased water supply to meet the lands' full growing potential. In 1952, growers of 400,000 acres of west side land petitioned the Fresno County Board of Supervisors for the formation of a water district. On September 8, 1952, the Fresno County Board of Supervisors declared the formation of a water district under California Water District Law named Westlands Water District. Westlands Water District just celebrated their 70<sup>th</sup> year since inception.

**Recommendation:**

**Present a proclamation to Westlands Water District in recognition of their 70<sup>th</sup> Anniversary.**

**Fiscal Impact:**

None with this action. A proclamation is being presented to the district which incurs no cost.

**BACKGROUND:**

Westlands has experienced a decrease in its water supply. Drought conditions as well as environmental regulations have led the Bureau of Reclamation to dramatically reduce the amount of water it delivers to Westlands. Today, Westlands can expect to receive only about 50 percent of its contractual water supply in an average water year.

(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**

### **PROCLAMATION WESTLANDS 70TH ANNIVERSARY**

**September 13, 2022**

**Page 2 of 2**

Despite facing chronic water shortages, the family-owned farms within the Westlands Water District are extremely productive and water-efficient, largely due to the installation and maintenance of modern technological innovations. Today, Westlands growers continue to produce more than \$1 billion worth of food and fiber crops annually.

Without irrigation, farming in the Westlands area of California would be limited and ineffectual. The history of Westlands is one of continual adaptation, careful water stewardship and advanced technology. By maintaining a fierce commitment to sustainability, the Westlands' comprehensive water supply system continues to adapt, educate, and surpass conservation goals. Throughout its history, Westlands Water District has demonstrated a lasting dedication to water conservation and recognized that the long-term survival of its farms depends on the effective management of California's precious water resources.

# In Recognition of Westlands Water District On their 70<sup>th</sup> Anniversary

*WHEREAS*, on September 8, 1952, the Fresno County Board of Supervisors declared the formation of a water district under California Water District Law named *Westlands Water District*; and

*WHEREAS*, *Westlands Water District* currently serves approximately 80,000 acres within Kings County; and

*WHEREAS*, *Westlands Water District* transports water to the City of Avenal; and

*WHEREAS*, farmers in *Westlands Water District* are responsible for 13% of the economic value of fresh fruit, nut, and vegetable crops produced in Kings County; and

*WHEREAS*, economic activity in *Westlands Water District* supports over 35,000 jobs; and

*WHEREAS*, *Westlands Water District* growers have adopted modern technology and strategies to advance water efficiency; and

*WHEREAS*, *Westlands Water District* continually invests in conservation and the communities it serves.

*NOW, THEREFORE, IT IS HEREBY RESOLVED* that the Kings County Board of Supervisors congratulates *Westlands Water District* on their 70th Anniversary.

*Dated this 13<sup>th</sup> day of September 2022.*

---

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

---

Catherine Venturella, Clerk of said Board



**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, August 30, 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 ❖ [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) ❖ 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=m728f6790212aebe7dbadd6b739266995>

or by sending an email to [bosquestions@co.kings.ca.us](mailto: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 at 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](http://www.countyofkings.com) and click on the "Join Meeting" button or by clicking this link:  
<https://youtu.be/tggg82Scu7o>

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](mailto: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 Arthur Fox – New Hope Orthodox Presbyterian Church  
PLEDGE OF ALLEGIANCE  
ALL MEMBER PRESENT



## 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.*

**Abraham Valencia, Kings County Emergency Services Manager invited the Board to attend a Senior Officials Workshop for All-Hazards Preparedness FEMA training on November 2, 2022 from 9:00 a.m. to 4:00 p.m.**

**Rebecca Bell, Kings County resident stated her concerns for the Grand Jury not having any residents of Kettleman City appointed and submitting a report on the community in which they do not live. She also stated that there are issues with affordable housing and who can renters talk to if their are issues with a landlord.**

**Ben Wieler, American Ambulance stated that he has been reassigned to Fresno and stated that Nate Wright will be assigned to Kings County and introduced him to the Board.**

**Bill Lynch, Kings County Fire Chief stated that Harold Eldon Red, Kings County Fire Department employee for 31 years passed away on August 13, 2022 and services will be held on August 31, 2022 at Grangeville Cemetery at 11:00 a.m. with a Celebration of Life at the Hanford Elks Lodge.**

## III. APPROVAL OF MINUTES

**A. Report out of Closed Session from the regular meeting for August 23, 2022.**

**DIANE FREEMAN, COUNTY COUNSEL STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION AT THE AUGUST 23, 2022 MEETING.**

**B. Approval of the minutes from the regular meeting for August 23, 2022.**

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

## IV. CONSENT CALENDAR

### **A. Behavioral Health Department:**

1. a. Consider approving the Agreement with the California Mental Health Services Authority for Joint Powers Authority and Business Associate Agreement retroactively effective March 11, 2022.
- b. Approve the Director of Behavioral Health to sign the Agreement and any amendments with the California Mental Health Services Authority for the Joint Powers Authority Business Associate Agreement. **[AGMT 22-145]**

### **B. District Attorney's Office:**

1. Consider authorizing the advance step hire for applicant Elizabeth Webb Tedrow for a Deputy District Attorney IV Step 5 position at Salary Range 272.5 (\$63.72/hour).

### **C. Human Resources Department:**

1. Consider appointing Kevin McAlister to serve as the Alternate Consensus Member and Dobie (Mark) Dawson to serve as the Alternate County Member to the Personnel Appeals Board for the current two-year term expiring on November 30, 2023.

### **D. Human Services Agency:**

1. a. Consider approving the Agreement with Kings Community Action Organization to provide Domestic Shelter-Based Programs, effective upon date of execution;
- b. Approve disbursements of funding from the County Domestic Violence Shelter Based Program Special Fund (Welfare and Institutions Code 18305) Trust (Domestic Violence Trust) to Kings Community Action Organization. **[AGMT 22-146]**
2. Consider approving the joint recommendation between Service Employees International Local 2015 and the Kings In-Home Supportive Services Public Authority to increase wages to \$.60 above the minimum wage effective the first pay period following State approval. **[AGMT 22-147]**





**E. Public Health Department:**

1. Consider authorizing waiving the administrative fee for flu vaccines offered to Kings County residents at all vaccination events.
2. a. Consider authorizing the Director of Public Health to accept the Moving California Oral Health Forward funding allocation in the amount of \$186,104 for provision of the Local Oral Health Program;
- b. Authorize the Public Health Director to sign any associated invoices and revisions to the initial work and spend plan.

**F. Public Works Department:**

1. a. Consider approving the Construction Agreement with KC Partners Corp, DbA B&T Service Station Contractors for the motor pool fuel system upgrades;
- b. Adopt the budget change. **(4/5 vote required) [AGMT 22-148]**
2. Consider accepting the dedication for In-Lieu Parcel Map 21-07 (Walter E. Ouellette and Helen J. Ouellette) into the County Maintained Mileage.

**G. Sheriff's Office:**

1. a. Consider authorizing the Sheriff's Office to purchase fourteen rifles;
- b. Adopt the budget change. **(4/5 vote required)**

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

**V.**

**REGULAR AGENDA ITEMS**

**A. Administration - Edward Hill/Kyria Martinez/Domingo Cruz**

1. Receive information and update pertaining to the Corcoran Veterans Memorial Park Project. **SUPERVISOR VALLE REQUESTED THE ITEM TO BE DISCUSSED BEFORE UNSCHEDULED APPEARANCES AND THE BOARD ACCOMMODATED THE REQUEST. SUPERVISOR VALLE PRESENTED INFORMATION ON THE PROJECT AND HOW IT WAS FUNDED AND THE VISION TO MAKE THIS A STATE AND NATIONAL ATTRACTION AND THEN INTRODUCED PAUL WEST & TYLER FRENCH FROM YOUNGBLOOD STUDIOS IN MEMPHIS TENNESSEE. THE BOARD DISCUSSED THE PROJECT AND ASKED QUESTIONS AND THEN PRESENTED THEM WITH COUNTY HATS AND LAPEL PINS.**
2. a. Consider approving the Agreement with California Health and Recovery Solutions, P.C. retroactively effective from July 18, 2022 through June 30, 2024 for entry level access to competency treatment; **[AGMT 22-149]**
- b. Allocate 2.0 Detentions Deputy I/I-STC/II to implement the Early Access and Stabilization Services program;
- c. Approve the Memorandum of Understanding Between the County and the Department of State Hospitals for the subrecipient funds of the Early Access and Stabilization Services; **[AGMT 22-150]**
- d. Adopt the budget change. **(4/5 vote required)**

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

3. Consider approving the Second Amendment to the Agreement between the County of Kings and the California Forensic Medical Group, Inc. for the provisions of medical, behavioral health, and dental care services for individuals detained in the Kings County Jail and the Kings County Juvenile Center. **[AGMT 20-033.2]**

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

**B. Behavioral Health Department – Lisa Lewis/UnChong Parry**

1. Consider adopting a Resolution declaring the month of September 2022 as Suicide Prevention Awareness Month in Kings County. **[RESO 22-062]**

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



**C. Fire Department – William Lynch**

1. a. Consider approving the Resolution authorizing participation in the Federal Excess Personal Property Program; **[RESO 22-063]**
- b. Authorize the Fire Chief to sign the Agreement with the Department of Forestry and Fire Protection. **[AGMT 22-151]**

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

**D. Public Works Department – Dominic Tyburski/Mitchel Cabrera**

1. Consider approving the Construction Agreement with Agee Construction for roadway improvements throughout the County. **[AGMT 22-152]**

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

2. a. Consider approving the Professional Services Agreement for surveying to O'Dell Engineering;
- b. Authorize Public Works Director to sign the Agreement with O'Dell Engineering for roadway improvements in the County. **[AGMT 22-153]**

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

**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).*

**Supervisor Pedersen stated that Kathryn Mattos Ornellas was born and raised in Armona and retired after 27 years at Armona Union Elementary School District, passed away on August 14, 2022 and he sends condolences to the family.**

**Supervisor Verboon stated that he attended the Kings County Farm Bureau event where Karen Ross, Secretary of the California Department of Food and Agriculture and Julie Johnson, California Department of Food and Agriculture Senior Wealth Advisor were guest speakers.**

**Supervisor Valle thanked the Board for their time to accommodate the artists for the Veteran's Memorial project and thanked Rudy Salas for his time working towards securing additional funding and setting meetings with legislators to discuss the Kettleman City Pedestrian Bridge project and stated that he would be heading to Sacramento today to meet with the State Assemblymembers on the floor of the capital. He stated that he took the two artists to Pismo to see the ocean and didn't realize there was a red tide happening and advised everyone not to go during this time to the beach.**

**Supervisor Fagundes stated that he spent time at the Central Coast for his wife's birthday and the Portuguese festival. He stated that he met with the Public Health Director, Rose Mary Rahn to to receive and update on the department.**

**Supervisor Neves stated that he attended the Kings County Area Public Transit Agency meeting, the Kings County Association of Governments meeting, the Kings/Tulare Master Plan for Seniors meeting, attended the groundbreaking for the affordable housing project by Self-Help Enterprises, attended the Santa Rosa Rancheria Pow Wow event, announced at Lemoore Raceway, watched his grandkids play sports online and reminded everyone to be safe during the upcoming heat advisory forecast.**

- ◆ **Board Correspondence: Edward Hill stated that the Board received correspondence from Stratford Public Utility District regarding a water storage tank and well replacement project.**



- ◆ Upcoming Events: **Edward Hill** stated that the Kings County Fire Department will be holding their badge pinning ceremony on Friday, September 2, 2022 at 3:00 p.m. here at the Government Center in the Board Chambers. The Job Training Office will be hosting the Kings County Annual Job Fair on Thursday, September 8, 2022 at 9:00 a.m. at the Hanford Civic Center Auditorium located at 400 N. Dooty Street in Hanford. There will be 50 employers for applicants to speak with in person and potentially even interview with some on the spot so participants should come prepared with resumes and dressed to impress. The Kings County Sheriff's Posse will be holding their Annual Dinner Dance and Crab Feed September 10, 2022 at Burris Park. Tickets are \$150.00 per person which includes all you can eat crab and tri-tip. You must be 21 years or older to attend. If you would like to purchase tickets, please email Amy Kemp Van Ee at [amy.kempvane@co.kings.ca.us](mailto:amy.kempvane@co.kings.ca.us) or call 852-2795. The LCDR Otis V. Tolbert, U.S. Navy, Third Annual Memorial Golf Tournament will take place on September 10, 2022, at the Lemoore Golf Course located at 350 Iona Avenue in Lemoore. Price is \$125 per person for a four man scramble. All proceeds will benefit the Lemoore High School, Otis Vincent Tolbert Memorial Scholarship Fund. The Rotary Club of Hanford will host a Golf Tournament at the Kings Country Club on Monday, September 12, 2022 from 10:30 a.m. to 5:30 p.m. Space is limited to 120 Players. Reservations are on a First Paid Basis with proceeds from this event to be split among area Veterans Service Organizations. Contact Joan Darling at 559-977-9999 regarding sign ups and sponsorship. The 21<sup>st</sup> Annual Blues & Roots Festival will take place in Downtown Hanford at Civic Park on Saturday, September 17, 2022 from 5:30 p.m. – 10:00 p.m. and admission is free.
- ◆ Information on Future Agenda Items: **Edward Hill** stated that the following items would be on a future agenda: Administration - appointment to the Fish & Game Advisory Committee, Senate Bill 81 Juvenile Center Remodel Project, contract amendment with Vanir Construction Management, Inc., and a resolution to continue to declare a local emergency due to drought conditions in Kings County; Department of Finance - Fiscal Year 2022-2023 Property tax rates; Fire Department - Purchase of Dozer 9 Transport equipment; Public Health Department - funding changes and County update regarding COVID-19; Library - mobile Library funds; Probation Department - California Department of Public Health COVID-19 Mitigation Grant for Custody Facilities; Public Works Department - Central Services Generator Replacement Project; Sheriff's Office - purchase an overhauled aircraft engine, agreement with California Department of Corrections and Rehabilitation for Temporary Housing and purchase a Mini-Caliber Robot.

**VIII. ADJOURNMENT**

The September 6, 2022 meeting has been canceled due to the observance of Labor Day on Monday, September 5, 2022.

The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, September 13, 2022 at 9:00 a.m.

**FUTURE MEETINGS AND EVENTS**

September 6	--	Regular Meeting Canceled due to Observance of Labor Day on Monday, September 5
September 13	9:00 AM	Regular Meeting
September 20	9:00 AM	Regular Meeting
September 27	9:00 AM	Regular Meeting
September 28-30	--	San Joaquin Valley Regional Association of California Counties – Kings County Hosting – Board Members attending.

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Behavioral Health – Lisa Lewis/UnChong Parry

**SUBJECT:** SERVICE AGREEMENT WITH WESTCARE CALIFORNIA, INCORPORATED  
FOR SUBSTANCE USE DISORDER PROGRAM SERVICES

**SUMMARY:**

**Overview:**

Kings County Behavioral Health is seeking approval for the agreement with WestCare California, Incorporated for Substance Use Disorder Programs for Fiscal Year 2022/2023.

**Recommendation:**

**Approve the Agreement with WestCare California, Incorporated for substance use disorder program services retroactively effective from July 1, 2022, through June 30, 2023.**

**Fiscal Impact:**

The agreement amount is \$501,042 for Fiscal Year 2022/2023. Expenses under this agreement and sufficient revenue for expenses were included in the Department’s Fiscal Year 2022/2023 final Budget in Budget Unit 422100 (Alcohol and Other Drug Program Admin).

**BACKGROUND:**

WestCare California, Incorporated (WestCare) has been providing Substance Use Disorder (SUD) treatment for the adolescents of Kings County since 2007. In December of 2011, WestCare was one of several existing SUD providers who had responded to the County’s Request for Proposal (RFP) and was awarded a contract. Its treatment program provides adolescent early intervention, outpatient and intensive outpatient substance use disorder/substance abuse treatment services using approved evidence-based treatment curriculum.

Under the current contract terms, WestCare provides onsite SUD treatment at its Kings County Adolescent Facility in Hanford and school-based services in Avenal, Corcoran, and Lemoore. The program priority participant ages are 12 to 18 years old.

(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**

### **AGREEMENT WITH WESTCARE CALIFORNIA, INCORPORATED FOR SUBSTANCE USE DISORDER PROGRAM SERVICES**

**September 13, 2022**

**Page 2 of 2**

Under this agreement, KCBH provides oversight of the program services to comply with Federal, State, and County contract guidelines. Program oversight is also designed to meet countywide needs and State mandates for the prevention, intervention, and treatment of alcohol and other drug misuse, abuse, and addiction. The contract also has specific outcome goals including the type of participants that may be funded under the agreement, the number of individuals to be served each year by each program and use of evidence-based practices in the programs to enhance outcomes.

The contract completion is late due to extra time to negotiate the scope of work and the budget to ensure all required elements are included and agreed upon between both parties.

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

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

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2022, by and between the County of Kings, a political subdivision of the State of California (“County”) and WestCare California, Inc., a California not-for-profit corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

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

WHEREAS, the County requires adolescent outpatient substance abuse treatment services for beneficiaries of the County’s Behavioral Health Department (“KCBH”); and

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

NOW, THEREFORE, the Parties agree as follows:

**1. SCOPE OF SERVICES**

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

**2. RESPONSIBILITIES OF CONTRACTOR**

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

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver’s license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

**3. COMPENSATION**

County shall pay Contractor the **maximum of \$501,042**, in accordance with the hourly rate and other compensation details reflected in the attached **Exhibit B**. Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

#### **4. TERM**

This Agreement commences on July 1, 2022, and terminates on June 30, 2023, unless otherwise terminated in accordance with its terms. This Agreement is retroactive from July 1, 2022.

Contractor grants County an option to extend this Agreement for two (2) additional one (1) year terms on the same terms and conditions.

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

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) ten after the termination of this Agreement. 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.

#### **6. AMENDMENTS**

This Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

The Director of KCBH, or their designee, may approve increases or decreases in line items of up to ten percent (10%) of the original line items on the condition said change(s) do not exceed the maximum compensation set forth in Section 3.

///



## 7. 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 or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' 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, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. 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 the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. 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 written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, 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 terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred the County in curing the breach.

2) 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 this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

## **8. INSURANCE**

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third-parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall cause their insurance carrier to deliver an Endorsed Additional Insured page to the County guaranteeing said coverage to the County prior to commencement of work. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, 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.

D. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below:

1. Commercial General Liability covering bodily injury, personal injury,

and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The 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 the Contractor to furnish insurance during the term of this Agreement.

## **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 the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the 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 the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

## **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it 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 limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 et seq.

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**.

Contractor shall execute and comply with the Assurances and Certifications attached as **Exhibit D**.

## **12. CONFIDENTIALITY**

Contractor shall not use County's confidential information ("Confidential

Information”) for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party’s request to disclose Confidential Information, Contractor shall promptly submit said request to County.

**13. CONFLICT OF INTEREST**

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) 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, gender expression, sexual orientation, military status, or any other protected basis.

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

**15. SUBCONTRACTORS**

Services under this Agreement are personal services. Contractor shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

**16. ASSIGNMENT**

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

**17. UNFORESEEN CIRCUMSTANCES**

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable

control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

**18. OWNERSHIP OF DOCUMENTS**

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

**19. NOTICE**

The Parties shall give all notices necessary for the performance of this Agreement in writing and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

<b>County</b>	<b>Contractor</b>
Kings County Behavioral Health	WestCare California, Inc.
County of Kings	1900 N. Gateway
460 Kings County Dr., Suite 101	Fresno, CA 93727
Hanford, CA 93230	

In addition, County shall copy all notices of Contractor's breach, default, termination, legal claim, or demand for indemnity to:

**Copy to:**  
Executive Vice President  
WestCare California, Inc.  
1711 Whitney Mesa Drive  
Henderson, NV 89014

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

**20. CHOICE OF LAW**

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and

interpretation of this Agreement. Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

**21. SEVERABILITY**

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

**22. SURVIVAL**

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

**23. NO THIRD-PARTY BENEFICIARIES**

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

**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.

**25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES**

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

././

**26. ELECTRONIC SIGNATURES; COUNTERPARTS**

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement.

The Parties may execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

**27. AUTHORITY**

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

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

COUNTY OF KINGS

WestCare California , Inc.

By: \_\_\_\_\_  
Joe Neves, Chairman  
Kings County Board of Supervisors

By: Shawn Jenkins  
C911C5C431FD59B915CA3738E3472723 readySign  
Shawn Jenkins, Chief Operating Officer

ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO INSURANCE

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By: Sarah Poots  
Sarah Poots, Risk Manager

By: Cindy Crose Kliever  
40EEBBA457D223D6ED0E56156269F917 readySign  
Cindy Crose Kliever  
Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Compensation/Fees
- Exhibit C:** HIPAA Business Associate Agreement
- Exhibit D:** Assurances of Compliance



## **Exhibit A**

### **WestCare California Inc.**

#### **Scope of Work-FY 2022/2023**

##### **A. Program Overview**

- a. Contractor shall provide adolescent early intervention, outpatient and intensive outpatient substance use disorder/substance abuse treatment services using approved evidence based treatment curriculum, and by the coordination of meeting, presentations, information dissemination, and sober/healthy activities
- b. Contractor shall provide onsite substance use disorder (SUD) treatment at its Hanford King's County Adolescent facility, as well as school-based services at school sites certified and or approved by the Department of Behavioral.

##### **B. Early Intervention/Treatment Services**

- a. Contractor shall provide a combination of early intervention, IOT and ODF services to 150 unduplicated individuals under this agreement. The priority participants shall be youth ages 12-18. All instances of a religious exemption request will be maintained within the client files (form to demonstrate client request).
- b. Contractor shall provide the following ancillary services to all program participants.
  - i. Contractor shall coordinate with Kings County Public Health to schedule time during the term of the Agreement for Public Health to present HIV education and prevention materials or training to participants in all of its programs as required by the State.
  - ii. Contractor shall provide linkages and referrals to the appropriate behavioral health provider for individuals who may be in need of additional services provided by a behavioral health provider. Such providers could include, but are not limited to: Kings County Behavioral Health, Kings View Counseling Services, Champions Alternative Recovery Services, and Adventist Behavioral Health.
- c. Contractor shall address following barriers to services:
  - i. Lack of educational materials
  - ii. Geographic isolation and transportation needs of person seeking services
  - iii. Institutional, cultural, and/or ethnicity barriers
  - iv. Language differences
  - v. Needs of persons with a disability
- d. In order to facilitate the creation of an integrated system of care, Contractor will participate in the following committees and workgroups:
  - i. SUD System of Care (SOC)
  - ii. Kings Partnership for Prevention (KPPF)
  - iii. Cultural Humility Task Force
  - iv. Anasazi user meeting
  - v. SUD Prevention committee
  - vi. Quality Improvement Committee (QIC)
  - vii. Children's System of Care Meeting

## Exhibit A

- e. Contractor shall provide youth ODF and IOT SUD treatment services to non-Drug Medi-Cal eligible residents of Kings County, to the extent said services do not exceed the total amount of funding under this Agreement. Services shall adhere to the standards set forth for Drug Medi-Cal programs and the Youth Treatment Guidelines.
  - f. Contractor will report to County within seven (7) calendar days when program capacity reaches or exceeds 90%.
- C. Drug Medi-Cal Requirements
- a. WestCare Kings County Adolescent Program will participate in the Drug Medi-Cal (DMC) treatment service system and will comply with the following requirements, at a minimum:
  - b. Identifying the DSM diagnostic code;
  - c. Establishing the medical necessity for treatment
  - d. A statement of problems to be addressed;
  - e. Goals to be reached which addresses each problem;
  - f. Actions steps that will be taken by the provider, and/or beneficiary to accomplish identified goals;
  - g. Target dates for the accomplishment of action steps and goals;
    - i. A description of services, including the type of counseling, to be provided and the frequency thereof;
  - h. Including the goal of obtaining a medical examination if none has been done within the 12-month period immediately prior to the treatment admission date;
  - i. The assignment of a primary therapist or counselor;
  - j. All plans shall be typed or legibly printed and signed & dated by the counselor and beneficiary within 30 days of admissions. Followed by the review and signature of the physician within 15 days of the counselor signature.
  - k. Following DMC admission criteria and procedures;
  - l. Developing, maintaining, and updating treatment plans;
  - m. Preparing progress notes for groups conducted;
  - n. Providing group, and when it meets certain criteria, individual counseling;
  - o. Justification of the need to continue services; and completing a discharge summary;
  - p. Submitting a Multiple Billing Override Certification (Form DHCS MC 6700) to account for multiple service billing.
- D. Drug Medi-Cal Services
- a. Outpatient services include intake, medical direction, body specimen screens, treatment and discharge planning, crisis intervention, collateral services, group counseling, and individual counseling, provided by staff that are lawfully authorized to provide, prescribe and/or order these services.
  - b. Group counseling sessions focus on short term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Youth are assigned to group days and times. Each beneficiary will receive at least two group counseling sessions per month.
  - c. Individual counseling is limited to intake, crisis intervention, collateral services, and treatment and discharge planning. Sessions scheduled by assigned counselor.
  - d. WestCare Kings County Adolescent program will comply with Title 22 regulations

## Exhibit A

- e. Treatment Planning
  - i. WestCare Kings County Adolescent program will prepare an individualized written treatment plan for each beneficiary in Outpatient treatment. The treatment plan will include:
    - 1. A statement of the problem(s) to be addressed
    - 2. Goals to be reached to address each problem
    - 3. Action steps to be taken by the provider and/or beneficiary to accomplish the identified goals
    - 4. Target dates for the accomplishment of action steps and goals
    - 5. A description of services, including the type of counseling, to be provided and the frequency thereof, and
    - 6. The assignment of a primary counselor
  - ii. Initial treatment plans will meet the following requirements:
    - 1. The counselor will complete and sign within thirty (30) days of the admission to treatment date
    - 2. The physician will review, approve, and sign within fifteen (15) calendar days of signature by the counselor
  - iii. Treatment plans will be reviewed and updated as described below:
    - 1. The counselor will review, update and sign treatment plans no later than ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety (90) days thereafter, or when a change in problem identification or focus of treatment occurs, whichever comes first
    - 2. Within fifteen (15) calendar days of signature from the counselor, the physician will review, approve and sign all updated treatment plans. If the physician has not prescribed medication, a psychologist licensed by the State of California Board of Psychology may sign an updated treatment plan
- f. Progress Notes
  - i. Progress notes will be legible
  - ii. For Out Patient treatment services, the counselor will record a progress note for each beneficiary participating in an individual or group counseling session. Progress notes are individual summaries and will include:
    - 1. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals, and
    - 2. Information on a beneficiary's attendance including date (month, day, year) and duration in minutes of individual or group counseling sessions
  - iii. For Out Patient treatment services, a beneficiary will be provided a minimum of two (2) counseling sessions per thirty (30) day period except when the provider determines that:
    - 1. Fewer beneficiary contacts are clinically appropriate, and
    - 2. The beneficiary is progressing toward treatment plan goals

## Exhibit A

- g. Continuing Services
    - i. For Out Patient treatment services, continuing services will be justified no sooner than five (5) months and no later than six (6) months after the beneficiary's admission to treatment date or the date of completion of the justification for continuing services. At that time, the counselor will review the progress and eligibility of the beneficiary to continue to receive services. If the counselor recommends that the beneficiary requires further treatment, the physician will determine the need to continue services based on the following factors:
      - 1. The medical necessity of continuing treatment,
      - 2. The prognosis, and
      - 3. The counselor's recommendation for the beneficiary to continue receiving services
    - ii. WestCare Kings County Adolescent program will discharge the beneficiary if there is no medical necessity to continue treatment
  - h. Discharge
    - i. Discharge of a beneficiary from treatment may occur on a voluntary or involuntary basis. WestCare will complete a discharge summary for each beneficiary in accordance with the following requirements:
      - 1. For Out Patient treatment services, WestCare will complete the discharge summary within thirty (30) calendar days of the date of the last face-to-face treatment contact with the beneficiary
      - 2. The discharge summary will include:
        - a. The duration of the beneficiary's treatment as determined by the dates of admission to and from treatment,
        - b. The reason for discharge,
        - c. A narrative summary of the treatment episode, and
        - d. The beneficiary's prognosis
    - i. WestCare Kings County Adolescent program will accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. WestCare program will not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot
    - j. WestCare program will maintain individual patient records a minimum of ten (10) years from the date of the last face-to-face contact. If an audit takes place during the 10-year period, WestCare Kings County Adolescent program will maintain records until that audit is complete
- E. Staffing
- a. Contractor agrees to provide the level of staffing for the Adolescent program as needed to meet the activities as described in the Scope of Work and as detailed in the corresponding Exhibit B Budget.

## Exhibit A

- b. Contractor shall ensure that each staff member has completed a minimum of 12 hours of training every year in the areas of cultural competence, ASAM, Co-Occurring Disorders, Ethics, Motivational Interviewing, Trauma-Informed and Title 22 Regulations.
  - c. Contractor shall ensure that direct service staff receive training and demonstrate competency in specific treatment standards for ODF and IOT services; participant confidentiality; participant screening and assessment; participant referral; drug testing protocols; cultural diversity; and data collection.
  - d. Once fully staffed, the program must include at a minimum, one (1) direct service staff that is fluent in Spanish.
  - e. Contractor shall contact County for CalOMS-Tx trainings for all new CalOMS-Tx users prior to inputting data into the system.
  - f. Contractor shall ensure that executive salary meets the SFY 20-21 State- County Contract, Enclosure 3, Part II, Section 2, (G)(6).
- F. Deliverables
- a. Failure to submit deliverables within a timely manner will result in the withholding of payments until Contractor is in compliance.
  - b. Contractor shall utilize the County's ANASAZI electronic health record system for billing and reporting purposed while maintaining separate system for service documentation. This separate system must be accessible to the County for Managed Care or Contract Monitoring reviews.
  - c. Contractor shall submit all information and data required by the State, including, but not limited to, Drug and Alcohol Treatment Access Reports, Provider Waiting List Record, CalOMS Treatment and Cost Reports for each fiscal year.
    - i. Contractor shall submit DATAR reports by the 10<sup>th</sup> of the month following the report activity month
    - ii. Contractor shall submit CalOMS-TX data within 45 days from the end of the last day of the report month
  - d. All invoices must be submitted correctly and in a timely manner. Behavioral Health shall not make payments for invoices not submitted in a timely manner.
  - e. Contractor shall provide Behavioral Health with a quarterly report accounting for:
    - i. Spending to date
    - ii. Remaining fund balance
    - iii. Total number of unduplicated individuals served
    - iv. Number of enrollments, discharges, completions, and continuing participants
  - f. Contractor shall document adherence to Culturally and Linguistically Appropriate Services (CLAS) Standards through submission of the Contractor's Cultural Competency or CLAS plan, and/or policies related to adherence to CLAS standards.
  - g. Contractor shall develop a written plan to inform families and participants about SUD and mental health treatment services available under the Affordable Care Act (ACA) and submit the written plan to Behavioral Health as documentation to demonstrate compliance.
  - h. Contractor shall submit a year-end report to Behavioral Health by July 15, 2021. The report will reflect:
    - i. revenues spent

## Exhibit A

- ii. costs incurred
  - iii. Total number of enrollments, discharges, completions, and continuing participants
  - iv. Program outcomes
  - v. overall implementation of the scope of work
- G. Contractor shall maintain compliance with the following:
- a. Electronic Signature Compliance
    - i. Access to SUD Electronic Health Record system (EHRS) (s) may only be granted by designated staff. Contractor must submit signed Electronic Signature Agreement to Alcohol and Drug Administrator for each staff member accessing the EHR. Contractor must provide staff updates, including changes in roles or new or separated staff, to the Alcohol and Drug Administrator within 24 hours.
  - b. Counselor Certification
    - i. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.
  - c. Debarment and Suspension
    - i. Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.
    - ii. State and Financial Audits
    - iii. Upon an audit by the State of California or Federal Agency, contractor shall immediately notify the Alcohol and Drug Administrator and include the Alcohol and Drug Administrator in all correspondence, with auditing agency.
      - 1. Contractor will submit any Corrective Action Plans (CAP) to the Alcohol and Drug Administrator for review and approval.
      - 2. Contractor will correct each deficiency within the time frame as stated on CAP.
  - d. Byrd Anti-Lobbying
    - i. Contractors will not use funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352.
      - 1. Contractor will certify the aforementioned by submitting an executed "Certification Regarding Lobbying" document.

## **Exhibit A**

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for lobbying, the Contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities"
- e. Compliance Criteria
  - i. Contractor shall establish policies and procedures consistent with all requirements listed in the compliance criteria
  - ii. Contractor shall adhere to all laws, rules, regulations and guidance set forth in Additional Compliance Criteria which can be found in Exhibit Compliance Criteria.
  - iii. Contractor is subject to any additional restriction, limitation, or condition enacted by Federal or State changes in policies or procedures which may affect the provisions, terms, or funding of this Contract. This includes but is not limited to Bulletins, Information Notices, and Letters put forth by the Department of Health Care Services.

**Exhibit A**  
**WestCare California**  
**BUDGET**  
**FISCAL YEAR 2022/2023**

	<i>Position Title</i>	<i>Number of positions</i>	<i>Salary/Hourly</i>	<i>% of Time on Project</i>	<i>Proposed Budget</i>
<b>DIRECT PROGRAM SERVICES</b>					
<b>PERSONNEL</b>					
A	Program Coordinator( Florez, Sarah)	1	5,666.67	100%	\$ 68,000.00
B	Counselor II (vacant)	1	23.00	100%	47,840.00
C	Counselor II (vacant)	1	23.00	100%	47,840.00
D	Counselor II (Arechiga, Lupe )	1	23.00	100%	47,840.00
E	Counselor I (vacant)	0.5	22.00	50%	22,880.00
F	Receptionist (Almaraz, Osiris)	1	18.00	100%	37,440.00
G	Medical Director (Dr. Herbert Cruz)	0.05	207,600.00	5%	10,380.00
Total					<b>282,220.00</b>
Benefits @ 21.9% of Personnel					61,806.18
<b>SUBTOTAL PERSONNEL EXPENSES</b>					<b>\$ 344,026.18</b>
<b>OPERATING EXPENSES</b>					<b>% of Expenses Toward Project</b>
A.	Travel			100%	\$ 2,000.00
B.	Training			100%	1,500.00
C.	Facility Lease/Rent			100%	15,555.60
D.	Maintenance/Repair			100%	2,500.00
E.	Communications			100%	12,500.00
F.	Utilities			100%	5,500.00
G.	Supplies/Expendable Equipment		all computers need upgrade	100%	16,353.22
H.	Non expendable equipment			100%	1,500.00
I.	Incentives			100%	3,500.00
J.	Drug Testing			100%	2,500.00
K.	Summer Program			100%	6,500.00
L	Medical Certification			100%	3,600.00
<b>SUBTOTAL OPERATING EXPENSES-Direct Services</b>					<b>\$ 73,508.82</b>
<b>SUBTOTAL ANNUAL DIRECT EXPENSES</b>					<b>\$ 417,535.00</b>
<b>TOTAL INDIRECT COSTS 20% of Subtotal Annual Direct Expenses</b>					<b>83,507.00</b>
<b>TOTAL ANNUAL BUDGET</b>					<b>\$ 501,042.00</b>



## Exhibit C

### County of Kings 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 WestCare California, 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, WestCare California, 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,

## Exhibit C

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) ***Type of Services to be Provided by the Business Associate.*** Psychiatric services for children. Said services are set forth in the Scope of Work, attached to the Agreement as **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

## Exhibit C

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  
Attn: HIPAA compliance Officer  
1400 W. Lacey Blvd.  
Hanford, California 93230  
(559) 852-2450

## Exhibit C

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.**

## Exhibit C

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

## Exhibit C

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

## Exhibit C

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.

## Exhibit C

### Attachment 1

#### 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



## Exhibit C

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

## Exhibit C

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 ended 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

## Exhibit C

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

### ASSURANCES AND CERTIFICATIONS

Contractor agrees that programs and services receiving financial assistance from and through the Department of Health Care Services (“DHCS”) or KCBH will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Section 10800, *et seq.* of the California Code of Regulations.
2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.
3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing-impaired individual.
4. Limited English Proficiency (“LEP”) - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, *i.e.*, oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.
5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members to the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients’ rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

Contractor further agrees to establish a complaint policy and procedure, which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may

## Exhibit D

individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").
3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.
4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.
5. Maintenance of records regarding:
  - (a) number of complaints filed;
  - (b) the nature of the complaint;
  - (c) the validity of the complaint; and
  - (d) corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule" promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

### Drug-Free Workplace under Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the DHCS will provide an alcohol/drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.

## Exhibit D

2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person or organization's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Govt. Code § 8350 et seq.)



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Library – Natalie R. Rencher

**SUBJECT:** MOBILE LIBRARY FUNDS

**SUMMARY:**

**Overview:**

The Kings County Library received grant funds from the California State Library for the purchase of a new mobile library. The library is requesting authorization to transfer funds from contingencies to purchase the vehicle from Farber Specialty Vehicles.

**Recommendation:**

- a. Authorize the transfer of appropriations from contingencies for the purchase of the mobile library in the amount of \$238,000.
- b. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

Funds will be expended out of the Library Budget Unit 620000. Funds will be transferred out of library contingency fund 990200; account 99000 in the amount of \$238,000. Contingency funds will be transferred into fixed asset account 94004 in the amount not to exceed \$238,000.

**BACKGROUND:**

On October 6, 2020, the Board of Supervisors (BOS) approved the California State Library – Bringing the Library to You grant for \$205,000 to purchase a mobile library vehicle. On January 28, 2021, the County of Kings published a Request for Bid (RFB) for the purchase of a 2021 or 2022 Ford E-450 Cutaway with conversion, NEW, UNUSED. On September 28, 2021, the BOS approved and awarded the contract to Farber Specialty Vehicles in the amount of \$238,000. The total purchase price is \$238,000; \$205,000 from grant funds and \$33,000 from the library fund.

(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**

### **MOBILE LIBRARY FUNDS**

**September 13, 2022**

**Page 2 of 2**

The original estimated timeline for delivery of the vehicle was January 2022. The onset of a global pandemic led to ongoing supply chain issues, including a worldwide semiconductor shortage. The shortages forced Ford Motor Company to cease the build of the vehicles until July 2022. However, in December 2021, Farber was able to obtain a vehicle and started upfitting in January of 2022. Due to the uncertainty of the delivery time, the mobile library funds fell to fund balance at the end of fiscal year 2021-2022. Final inspections happened in late August, with an anticipated delivery in late September 2022.



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
<b>TOTAL</b>						

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
<b>TOTAL</b>						

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
Contingencies for Library	Library	Approp. For Contingencies	990200	620000	99000	238,000
<b>TOTAL</b>						238,000

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
Library	Library	Vehicles-Other	300100	620000	94004	238,000
<b>TOTAL</b>						238,000

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

Dept. of Finance Approval \_\_\_\_\_  
Administration Approval \_\_\_\_\_

*Kyria Martinez*

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

*Patricia Bender*

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 September 13, 2022

**SUBMITTED BY:** Department of Public Health- Rose Mary Rahn/Everardo Legaspi

**SUBJECT:** FUTURE OF PUBLIC HEALTH FUNDING

**SUMMARY:**

**Overview:**

The Budget Act of 2022 for budget year 2022-2023, Health and Safety Code 101321, 101320.3 and 101320.5 provides \$200,400,000 annually to support Local Health Jurisdictions. The California Department of Public Health is allocating \$1,175,830 to the County of Kings. Funds are intended to enhance the public health workforce and infrastructure.

**Recommendation:**

- a. Authorize the Public Health Director to accept the California Department of Public Health's Future of Public Health funding allocation in the amount of \$1,175,830 for the purpose of enhancing the public health workforce and infrastructure;
- b. Authorize the Public Health Director to sign and submit any certifications, invoices, and documents required for receipt of the allocated funds;
- c. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

The amount allocated by the California Department of Public Health for Fiscal Year 2022-2023 is \$1,175,830 and will be included under budget unit 411300. Funds will be available to be encumbered or expended through June 30, 2024.

**BACKGROUND:**

The California Department of Public Health (CDPH) is allocating funds that shall be used to enhance the public health workforce and infrastructure. Expanding public health workforce and infrastructure will provide strategic and operational capabilities to address new and emerging health priorities and will enhance the Kings County Department of Public Health's (KCDPH) ability to respond during time of crisis. CDPH requires that at least 70

(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**

### **FUTURE OF PUBLIC HEALTH FUNDING**

**September 13, 2022**

**Page 2 of 2**

percent of the funds be allocated to support the hiring of permanent staff.

The funding allocation requires that the KCDPH meet the following five minimum requirements:

1. Achieve 24/7 health officer coverage.
2. Meet the Department's Community Health Assessment (CHA)/Community Health Improvement plan (CHIP) and/or local strategic plan goals.
3. Establish and meet local Health Jurisdiction's equity goals.
4. Establish a plan to use these funds to become or sustain a capacity as a learning organization including continuous quality improvement and Results-Based Accountability/evaluation.
5. Commit to Health Officer and Health Director participation in Regional Public Health Office monthly or quarterly meetings as determined by the Region and CDPH.

A workplan and spend plan must be submitted to CDPH by September 15, 2022, and the KCDPH has established an internal workgroup to determine up to 20 objectives that will help the department accomplish the five minimum requirements. The objectives will be in line with the Department's strategic plan and completion of an updated Community Health Assessment (CHA) will be included as one of the objectives. The KCDPH anticipates administering a Request for Proposals (RFP) for the CHA in early 2023. The KCDPH will identify positions needed to enhance our Public Health Workforce in Kings County in consultation with Human Resources and the Board of Supervisors and will bring this item back to the Board of Supervisors for approval of the staffing plan and related budget change.

The mission of the Kings County Department of Public Health is to promote and protect the health and well-being of Kings County residents through education, prevention, and intervention. The enhanced workforce and infrastructure to be supported with these funds will bolster the efforts of the Department to improve the health of Kings County residents.

Item has been reviewed and approved to by County Counsel.



TOMÁS J. ARAGÓN, M.D., Dr.P.H.  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

June 30, 2022

Dr. Milton Teske, Health Officer  
County of Kings  
330 Campus Drive  
Hanford, CA 93230

Rose Mary Rahn, Health Director  
County of Kings  
330 Campus Drive  
Hanford, CA 93230

**Future of Public Health Funding**  
**Award Number FoPH-017**  
**County of Kings**

**Authority:**

*Budget Act of 2022 for budget year 2022-2023, H&S Code 101321, 101320.3 and 101320.5*

Dear Dr. Milton Teske, Rose Mary Rahn:

The Budget Act of 2022 for budget year 2022-2023 [Health and Safety Code 101320, 101320.3, and 101320.5] provides \$200,400,000 annually to local health jurisdictions for public health workforce and infrastructure, referred to in this letter as the Future of Public Health Funding. These funds are considered ongoing funds and part of the ongoing baseline state budget. The California Department of Public Health (CDPH) is allocating **\$1,175,830** to **County of Kings**.

As a condition of the funding, each local health jurisdiction shall, by Dec 30, 2023 and every three years thereafter, be required to submit a public health plan to CDPH pursuant to the requirements.

This letter provides submission requirements for the period of **July 1, 2022 to June 30, 2023**. Funds allocated for this period are available for encumbrance or expenditure until June 30, 2024 to support local health jurisdictions and strengthen local infrastructure.

**Funding:**

For the period of July 1, 2022 to June 30, 2023. CDPH will evaluate spending at the local level in January 2023. CDPH, in consultation with the California Conference of Local Health Officers, the California Health Executives Association of California, and the



Service Employees International Union (SEIU), will consider options for possible redirection of funds at that time.

The methodology for allocating these funds as set by statute are as follows:

1. Each Local Health Jurisdiction will receive a base funding amount of \$350,000 per year.
2. The remaining balance of the appropriation will be provided to Local Health Jurisdiction proportionally as follows:
  - a. 50 percent based on 2019, or most recent, population data
  - b. 25 percent based on 2019, or most recent, poverty data
  - c. 25 percent based on 2019, or most recent, the share of the population that is Black/African-American/Latinx/or Native Hawaiian/Pacific Islander.

Allocations to Local Health Jurisdictions are included in Attachment 1.

### **Funding Requirement:**

#### **Non-Supplantation**

The funds allocated to each Local Health Jurisdiction may only be used to supplement, rather than supplant, existing levels of services provided by the Local Health Jurisdiction.

Each Local Health Jurisdiction receiving funds shall annually certify to the department that its portion of this funding shall be used to supplement and not supplant all other specific local city, county, or city and county funds including, but not limited to, 1991 health local realignment and city, county, or city and county general fund resources utilized for Local Health Jurisdiction purposes, and excluding federal funds in this determination. See Attachment 2 for certification form.

#### **Required Use of Funding**

1. Each Local Health Jurisdiction must dedicate at least 70 percent of funds to support the hiring of permanent city or county staff, including benefits and training.
2. Remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, and travel.

#### **Workplan/Spend Plan Requirements**

1. Each Workplan should be informed by a Community Health Assessment, Community Health Improvement Plan, and/or local Strategic Plan.
2. If a current Community Health Assessment and Community Health Improvement Plan has not yet been completed by your Local Health Jurisdiction, the state fiscal year 2022-2023 Workplan should describe how the Local Health Jurisdiction will identify and address relevant community health issues and provide a plan and target date for completion of a Community Health Assessment and Community Health Improvement Plan. A Community Health Assessment and Community Health Plan should be completed by December 30, 2023. Local Health Jurisdictions should

describe in the Workplan and Spend Plan what positions your Agency plans to hire and how it will support your local objectives in which you have direct influence in achieving.

3. The Workplan should include an evaluation plan and metrics.
4. All Local Health Jurisdictions will be required to measure and evaluate the process and outcome of hiring permanent staff.

### **Redirection of Funding**

A Local Health Jurisdiction may direct a portion of their funds to another local health jurisdiction in support of regional capacity. The Local Health Jurisdiction should submit a letter of support to CDPH from the Local Health Jurisdiction in which these funds are directed to, along with a description of the regional capacity the funds will support. The letter should be included as an additional attachment to the submission package.

### **Submission Requirements:**

1. Complete a Workplan and Spend Plan by September 15, 2022 and submit to CDPH at: [FoPHfunding@cdph.ca.gov](mailto:FoPHfunding@cdph.ca.gov). See *Attachments 3 and 4*. Your Agency should consider the following when developing your Workplan and Spend Plan:
  - It is recommended that your Agency fund an administrative position to ensure fiscal accountability and reporting requirements of the various Future of Public Health funds. At least seventy (70%) percent of your Agency funds must go towards the hiring of permanent city or county staff. Your agency must complete the table in Attachment 3 (Workplan and Reporting) to indicate how many positions in each type of classification across the listed public health areas your Agency plans to hire.
  - Your Agency may dedicate up to 30% of the allocated funding to fund partners and/or contractors, or used for equipment, supplies and other administrative purposes such as current staff compensation, staff development, facility space, furnishings, and travel.
  - Your Agency is encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and a diversity of applicants from local communities who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community.
  - Your Agency is encouraged to explore transitioning limited-term or contracted staff/positions previously funded through limited term federal funding into permanent positions for the city; county; or city and county
  - If your Agency will be dedicating a portion of your funds to another Local Health Jurisdiction to increase regional capacity, your Agency should submit a letter of support from the Local Health Jurisdiction receiving those funds. Adjustments should be reflected in the workplan and spend plan that is

submitted to CDPH for review and approval. The letter should be included as an additional attachment to the submission package.

2. Your Agency must also meet the following minimum requirements for these funds and include descriptions in your Agency's Workplan:
  - i. A description of how your Agency will achieve 24/7 health officer coverage.
  - ii. A description of how your Agency will meet your Community Health Assessment (CHA)/Community Health Improvement plan (CHIP) and/or local Strategic plan goals. How do you plan to measure/evaluate the impact of these funds? Please either attach a copy or provide links to your CHA, CHIP, and Strategic Plan or provide a date when these will become available.
  - iii. A description of how your Agency will use these funds to meet your local Health Jurisdiction equity goals.
  - iv. A description of how your Agency will use these funds to become or sustain capacity as a learning organization including continuous quality improvement and Results-Based Accountability/evaluation.
  - v. Commit to Health Officer and Health Director participation in Regional Public Health Office monthly or quarterly meetings as determined by the Region and CDPH
3. In advance of the Workplan and Spend Plan due date, your Agency should respond to CDPH acknowledging that you accept the allocation funds outlined in this letter.

**Reporting Requirements:**

As a recipient of the Future of Public Health Funding, the following reporting documents will be required:

For your convenience, your Contract Manager will issue reminders as these dates get closer.

1. Submit quarterly progress reports on hiring progress to CDPH following the schedule below. Starting with the quarter 2 progress report, provide status of timelines, goals, and objectives outlined in your workplan. See *Attachment 3*. Note, if your workplan is under review by CDPH and has not been approved by the progress report due date, you are still required to submit your progress report to CDPH.



Year/Quarter	Reporting Period	Due Date
Year 1/Q1	July 1, 2022 – September 30, 2022	October 30, 2022
Year 1/Q2	October 1, 2022 – December 31, 2022	January 30, 2023
Year 1/Q3	January 1, 2023 – March 31, 2023	April 30, 2023
Final	April 1, 2023 – June 30, 2023	July 30, 2023

- Submit quarterly expenditure reports to CDPH following the schedule below. Expenditure reporting should be completed within your Spend Plan. Note, if your spend plan is under review by CDPH and has not been approved by the reporting due date, you are still required to submit your expenditure report to CDPH. See Attachment 4.

Year/Quarter	Reporting Period	Due Date
Year 1/Q1	July 1, 2022 – September 30, 2022	October 30, 2022
Year 1/Q2	October 1, 2022 – December 31, 2022	January 30, 2023
Year 1/Q3	January 1, 2023 – March 31, 2023	April 30, 2023
Final	April 1, 2023 – June 30, 2023	July 30, 2023

- CDPH will provide a template to use to facilitate the reporting of these data metrics.

**Reimbursement/Invoicing:**

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoice(s) to: [FoPHfunding@cdph.ca.gov](mailto:FoPHfunding@cdph.ca.gov). See Attachment 5.

- First Quarter Payment: CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.
- Future payments will be based on reimbursement of expenditures once the 25% advance payment has been fully expended. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachments 3 and 4 following the due dates above within Reporting Requirements.
- Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from CDPH. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has invested to strengthen public health capacity and preparedness to respond to future emergencies throughout California communities. We are hopeful that this funding will collectively achieve the goal of developing and strengthening California's public health workforce. CDPH is hosting a webinar on **July 14, 2022 from 11:00 AM – 12:00 PM** to go over the requirements and activities of this funding. If you have any questions or need further clarification, please reach out to [FoPHfunding@cdph.ca.gov](mailto:FoPHfunding@cdph.ca.gov).

Sincerely,

A handwritten signature in blue ink that reads "Susan Fanelli".

Susan Fanelli  
Chief Deputy Director  
California Department of Public Health

**Acknowledgement of Allocation Letter**

**Instruction: Please check one statement below, sign, and return to [FoPHfunding@cdph.ca.gov](mailto:FoPHfunding@cdph.ca.gov)**

**County of Kings** acknowledges receipt of this Allocation letter and accepts the funds to be used as outlined under the Submission Requirements section.

**County of Kings** acknowledges receipt of this Allocation letter and does not accept the funds. **County of Kings** understands that these funds cannot be delegated to another Agency and CDPH will redistribute funds.

**Name of Local Health Jurisdiction designated signee(s):** \_\_\_\_\_

**Title/Role:** \_\_\_\_\_

**Signature of Local Health Jurisdiction designee:** \_\_\_\_\_

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

**Attachments**

- Attachment 1: Local Allocations Table
- Attachment 2: Certification Form
- Attachment 3: Workplan and Reporting
- Attachment 4: Spend Plan
- Attachment 5: Invoice

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	Health – Communicable Disease Clinic	Special Departmental	100000	411300/400900	92063	\$1,175,830
					TOTAL	\$1,175,830

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Communicable Disease Clinic	Transfer In	100000	411300/400900	89000	\$1,175,830
					TOTAL	\$1,175,830

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					TOTAL	

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
					TOTAL	

Explanation: The California Department of Public Health (CDPH) has allocated \$1,175,830 to the Kings County Department of Public Health covering the term of July 1, 2022 to June 30, 2023 to support and strengthen the public health workforce and infrastructure. Funds will be available to be encumbered or expensed through June 30, 2024.

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 September 13, 2022

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn/Heather Silva  
**SUBJECT:** WOMEN, INFANTS AND CHILDREN PROGRAM THREE-YEAR AGREEMENT

### **SUMMARY:**

#### **Overview:**

The Department of Public Health operates the Special Supplemental Nutrition Program for Women, Infants and Children in Kings County. Your Board approved the funding application at the April 12, 2022, meeting. The California Department of Public Health has awarded Kings County \$2,195,504 for Federal Fiscal Year 2022-2023, which begins on October 1, 2022. The total funding of \$6,586,512 covers a three-year contract for Federal Fiscal Years 2023-2025.

#### **Recommendation:**

**Authorize the Public Health Director to sign the three-year agreement of the Women, Infants and Children Program.**

#### **Fiscal Impact:**

The amount allocated by the California Department of Public Health Women, Infants, and Children division for the three-year contract for Federal Fiscal Years 2023-2025 is \$6,586,512. The first year of the contract Fiscal Year 2022-2023 the allocation is \$2,195,504 in budget unit 414000. This amount is included in the approved County Budget for Fiscal Year 2022-2023.

### **BACKGROUND:**

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is a federally funded nutrition program that provides education, breastfeeding support, and a supplemental food benefit to families having an income up to 185% of the Federal Poverty Level with children up to age five and to pregnant, postpartum, and breastfeeding women. The program has been operating in Kings County by the Kings County

(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**

### **WOMEN, INFANTS AND CHILDREN PROGRAM THREE-YEAR AGREEMENT**

**September 13, 2022**

**Page 2 of 2**

Department of Public Health since 1975. The WIC Program is an essential program and required to continue to provide services in emergencies of all types. The food benefit provides healthy food to the participant and infuses tens of thousands of dollars into the local economy when the food is purchased. The total funding of \$6,586,512 will cover a three-year contract for the Federal Fiscal Years 2023-2025.

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>22-10254</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement is:

\$6,586,512.00 Six Million Five Hundred Eighty-Six Thousand Five Hundred Twelve Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	19
Attachment I	Statement of Work, Services to be Performed	10
Exhibit B	Budget Detail and Payment Provisions	4
+ - Attachment I	Budget Detail	1
+ - Attachment II	Facility Costs	1
+ - Exhibit C *	General Terms and Conditions	GTC
+ - Exhibit D	Special Terms and Conditions	18
+ - Exhibit E	Additional Provisions	7
+ - Exhibit F	Federal Terms and Conditions	8
+ - Exhibit G	Information Privacy and Security Requirements	13
+ - Exhibit H	Contract Release	1

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

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

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

**CONTRACTOR**

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

County of Kings

CONTRACTOR BUSINESS ADDRESS

330 Campus Drive

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Rose Mary Rahn

TITLE

Director of Public Health/B.S.N.,P.H.N.

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: 4265-2210254

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-10254

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)





TOMÁS J. ARAGÓN, MD, DrPH  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

**Date:** June 28, 2022

**TO:** County of Kings

**FROM:** California Department of Public Health (CDPH)

**SUBJECT:** Contract # 22-10254

Please find the above-referenced Contract Agreement between the California Department of Public Health and County of Kings, attached for your review and signature.

**IMPORTANT:** The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. Please do not alter this Agreement for any reason. If you encounter any problems or find that a correction is needed, please contact your Contract Manager immediately.

To approve this Agreement, please submit one (1) electronic copy of each document listed below to the following mailbox: [LocalContracts@cdph.ca.gov](mailto:LocalContracts@cdph.ca.gov). Do not mail in hard copies.

- One (1) signed copy of the Standard Agreement (STD 213). This document can be signed electronically or physically signed, scanned and returned via email.
- One (1) signed copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the agreement.
- One (1) signed copy of the Contractor's current insurance policy certificates and endorsements.

The General Terms and Conditions (GTC 4/2017) can be viewed by clicking on the following link: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>. Please print and save a copy for your records.

In an effort to expedite this Contract Agreement through the approval process, we request that the items listed above be returned no later than **July 19, 2022**, in order to avoid disruption in services. Failure to sign and submit the required forms by the date indicated will result in delayed approval of your agreement.

Please contact your Contract Manager if you have any questions or will need additional time to return the signed documents.



CDPH Women, Infants and Children (WIC) Division  
3901 Lennane Drive, MS 8600, Sacramento, CA 95834  
P.O. Box 997375, MS 8600, Sacramento, CA 95899-7375  
(916) 928-8500 | [www.wicworks.ca.gov](http://www.wicworks.ca.gov)



Thank you,

*Local Agency Contracts Unit*

Attachments

CONFIDENTIALITY NOTICE: This communication along with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

## **Exhibit A Scope of Work**

### **1. Service Overview**

- A. The Contractor agrees to provide to the California Department of Public Health, Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative, and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers Nutrition Services and Administration funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants and children who are low-income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support, referrals to healthcare services, and other services that support the family.
- C. The purpose of this contract is to provide funds and expectations to Contractors, also referred to as subrecipients, to support the delivery of services, deliverables, and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies, and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CFDA Program Title is "Special Supplemental Nutrition Program for Women, Infants and Children".

### **2. Service Location**

- A. Services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC Site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.
- B. The Contractor agrees to provide WIC Program services in the following service area to:  
Eligible California residents of Kings, Fresno, and Tulare County.

### **3. Service Hours**

- A. Services shall be provided during the Contractor's normal business hours, in addition to extended hours of operation, to accommodate the needs of the applicants'/participants' schedules, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.
- B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 calendar days in advance and make the necessary change in WIC Web Information System Exchange (WIC WISE).

**Exhibit A  
Scope of Work**

**4. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>California Department of Public Health</b>	<b>County of Kings</b>
Lavinia Pop, Contract Manager Telephone: 916-928-8827 E-mail: Lavinia.Pop@cdph.ca.gov	Rose Mary Rahn, Director of Public Health B.S.N., P.H.N. Telephone: 559-852-2625 E-mail: rosemary.rahn@co.kings.ca.us

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>County of Kings</b>
CDPH/WIC Division Attention: Lavinia Pop, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834  Telephone: 916-928-8827 E-mail: Lavinia.Pop@cdph.ca.gov	Attention: Nichole Fisher, R.N., B.S.N.(Temp) Nursing Division Manager 330 Campus Drive Hanford, CA 93230  Telephone: 559-852-2586 E-mail: Nichole.Fisher@co.kings.ca.us

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 94-6000814
FI\$CAL ID #:
Contractor: County of Kings
Attention: Cashier
Address: 1400 W. Lacey Blvd. Hanford, CA 93230
Contract Number: 22-10254
Email: Crystal.Hommerding@co.kings.ca.us

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the Contract Manager for processing.

**5. Services to be Performed** - Please see Exhibit A, Attachment I, Statement of Work, Services to be Performed.

**6. Scope of Work Changes**

A. Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.

## **Exhibit A Scope of Work**

- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement.

### **7. Definitions**

This list of definitions is for use with this Agreement:

- A. **Applicant** - A pregnant individual, breastfeeding individual, postpartum individual, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicants who are a breastfeeding individual. Applicants include individuals who are currently participating in the WIC Program but are re-applying because their certification period is about to expire.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the USDA's WIC Breastfeeding Model Components for Peer Counseling. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to the WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.
- D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.
- E. **CDPH/ITSD** means California Department of Public Health, Information Technology Services Division.
- F. **CDPH/WIC Division** means California Department of Public Health, Women, Infants and Children Division.
- G. **Civil Rights Coordinator** - A designated individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973 at the WIC local agency.
- H. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual (WPPM).
- I. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency. Per FNS guidance, they are also referred to as subrecipients.

**Exhibit A**  
**Scope of Work**

- J. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- K. **Degreed Nutritionist (DN)** – A degreed nutritionist is an individual who possesses a bachelor's degree in a nutrition-related field. The DN must work under the supervision of a Registered Dietitian and must meet both educational requirements and specific standards of competency. The DN role is defined in WPPM 130-50.
- L. **Designee** - An individual who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures (RAE) on behalf of the Contractor.
- M. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration (NSA) funds and funding from another source.
- N. **EBT** means Electronic Benefit Transfer - An electronic process that allows a recipient to authorize the transfer of their benefits from a government account to the vendor's account to pay for products received.
- O. **FFY** means Federal Fiscal Year (October 1 through September 30).
- P. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers and markets are authorized and trained by the CDPH/WIC Division to accept check booklets (separate from other WIC food benefits) that are distributed to WIC participants by the Contractor.
- Q. **FMNP Local Agency Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including booklet accountability, security and integrity, and staff training.
- R. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.
- S. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- T. **International Board-Certified Lactation Consultant (IBCLC)** – An IBCLC is a breastfeeding expert who has met the education and experience requirements needed to take the IBCLC exam. In the WIC setting, the IBCLC typically provides breastfeeding education and supervision to WIC staff and supports participants with breastfeeding challenges.

**Exhibit A**  
**Scope of Work**

- U. **IT POC** means Information Technology Point of Contact - A designated individual responsible for communications with the CDPH/WIC Division on technology-related implementation and support initiatives.
- V. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- W. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- X. **NSP** means Nutrition Services Plan - The NSP is a tool for WIC Local Agencies to use in planning overall WIC Program Nutrition Services. The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve participant health and nutrition outcomes. The NSP also provides a focus for staff training, nutrition education and quality assurance resources over the course of this contract. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].
- Y. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.
- Z. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- AA. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.
- BB. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.
- CC. **Outreach Coordinator** - A designated WIC local agency employee responsible for coordinating partnership development with health, community, and social services organizations to encourage referrals to the WIC program, conducting and tracking annual public outreach announcement and promoting WIC to eligible non-participants.
- DD. **Participant** - An individual who meets all WIC Program eligibility criteria, is enrolled in the WIC Program, and receives nutrition benefits.
- EE. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.

**Exhibit A**  
**Scope of Work**

- FF. **Quality Assurance (QA)** means a retrospective review process which demonstrates that a service fulfilled or met a set of requirements or criteria.
- GG. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.
- HH. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report that is submitted to the CDPH/WIC Division at the end of each FFY for review and approval.
- II. **RBL** means Regional Breastfeeding Liaison - WIC professional staff that are experts in breastfeeding and community collaboration. They are charged with narrowing the breastfeeding support gaps in the community between WIC, health care providers, hospitals, and other community partners that serve WIC families.
- JJ. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.
- KK. **Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- LL. **State Committee** - A group of WIC local agency and CDPH/WIC Division staff that support various statewide projects related to Nutrition Education, Training, Breastfeeding, Outreach, Data, and other WIC activities. CDPH/WIC Division staff facilitate meetings and tasks associated with statewide projects and Local Agency members provide input, testing, and review. Committee members are chosen via a formal application process; the local agency is provided funding for participation.
- MM. **Staff Training Coordinator** - A designated WIC local agency Nutritionist that ensures staff training is planned, completed, and documented within designated timeframes. Follows all guidance provided within the WPPM, Nutrition Services Plan (NSP), and WIC WINs regarding staff training requirements.
- NN. **ULO** means Unliquidated Obligations - ULO is a commitment to purchase tangible goods and/or services that have not yet been paid but were approved for purchase by the CDPH/WIC Division.
- OO. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.
- PP. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.
- QQ. **WIC Director** - The manager designated by the Local Agency's parent agency who is responsible for the day-to-day WIC Program's operations.



## **Exhibit A Scope of Work**

- RR. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the USDA for healthcare and nutrition of low-income pregnant women, breastfeeding women, postpartum women, and infants and children under the age of five.
- SS. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.
- TT. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- UU. **WPPM** means the WIC Policy and Procedure Manual.

### **8. Contractor Responsibilities**

#### **Administrative Contract Requirements**

##### **1) Caseload Management and Performance Standard**

- a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.
  1. Year 1 participant monthly caseload: 7,410
  2. Year 2 participant monthly caseload: 7,410
  3. Year 3 participant monthly caseload: 7,410
- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's participant monthly caseload and associated funding through a formal contract amendment.

##### **2) Program Monitoring Visits**

The CDPH/WIC Division shall conduct program monitoring visits to ensure that the Contractor's program operations and fiscal management procedures are in compliance. Monitoring visits shall be performed at least once every two (2) years and may be on-site, virtual, or a combination. The Contractor shall comply with all requirements of the program monitoring process. Contractors found to be out of compliance during the program monitoring visits may be subject to more frequent program monitoring, and if findings are not corrected, sanctions may be imposed.

##### **3) Quality Assurance and Quality Improvement**

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, the annual NSP, or by CDPH/WIC Division monitoring visits, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further information on QI, see Standard 16 in the current WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].

**Exhibit A**  
**Scope of Work**

**4) Staffing Standards**

- a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment I.
- b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative tasks and other duties related to certification, referral, outreach, education, planning, and supervisory functions for the WIC Program. The Contractor may employ WNAs, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.
- c) The Contractor shall employ RDs for activities that support participant's nutrition needs and oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.
- d) WIC Director  

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the primary liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all program, fiscal, administrative, and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the program, fiscal, administrative and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I.
- e) Nutrition Education Coordinator  

The Contractor shall designate a RD to serve in the role of the Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.
- f) Breastfeeding Coordinator  

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.
- g) Local Vendor Liaison  

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point-of-contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

**Exhibit A**  
**Scope of Work**

h) National Voter Registration Act Coordinator

The Contractor shall designate one or more staff to serve in the role of the NVRA Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at their WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

i) Outreach Coordinator

The Contractor shall designate one or more staff to serve in the role of the Outreach Coordinator to be responsible for ensuring compliance with the Annual Public Outreach Announcement (APOA) and ongoing outreach activities for the local agency. The Outreach Coordinator shall ensure all outreach, coordination with local health programs and services, and APOA requirements are followed, as listed in WPPM 700-01, WPPM 700-07, WPPM 700-08 and Exhibit A, Attachment I, Task 5.

j) Staff Training Coordinator

The Contractor shall designate a Nutritionist to serve in the role of the Staff Training Coordinator. If there are barriers to meeting this Nutritionist staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide staff training in accordance with Exhibit A, Attachment I.

k) Civil Rights Coordinator (only applies to the Contractors with 15 or more employees)

The Contractor shall designate a staff person as the individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973. This may be the same individual responsible within the broader local government or private, non-profit organization, not solely the WIC program at the WIC local agency, as described in WPPM 510-30.

l) Farmers' Market Nutrition Program Local Agency Coordinator (only applies to the Contractors receiving funds for this project).

The Contractor shall designate one or more staff to serve in the role of the FMNP Local Agency Coordinator to be the point-of-contact to the CDPH/WIC Division FMNP Coordinator for FMNP related activities in accordance with Exhibit A, Attachment I, Task 8. The FMNP Local Agency Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

m) Dietetic Internship Program (only applies to the Contractors receiving funds for this project)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics (AND) accredited WIC Dietetic Internship (DI) program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Funding of project is contingent on meeting CDPH/WIC Division guidelines and ACEND performance outcome standards.

The Contractor shall evaluate the eligibility of WIC employees and provide guidance to improve qualifications for the internship. Qualified WIC employee applicants seeking Community Nutrition focus shall be given priority in the candidate selection process. Non-WIC employee

## **Exhibit A Scope of Work**

applicants seeking Community Nutrition focus may be selected based on established WIC criteria for positions not filled by WIC employees.

The Contractor shall work with WIC dietetic interns and graduates to pass the mandatory registration examination for dietitians (RDN Exam) and meet ACEND performance standards.

The Contractor shall work with other internship directors, the CDPH/WIC Division's Dietetic Internship Coordinator, and state representatives to develop and implement strategies to sustain WIC DI programs, maintain the number of funded intern positions, increase the number of qualified and culturally diverse applicants that reflect the demographics and diversity of the community, develop and implement ongoing program evaluation and improvement at least once per quarter, address program challenges or barriers, and acknowledge program accomplishments.

The Contractor shall participate in outreach activities to ensure potentially qualified employees and their local agencies have the awareness, information, and resources needed to apply to the internships. At least one (1) annual outreach announcement to WIC local agencies statewide per calendar year shall be completed. Outreach shall aim to develop statewide partnerships and collaboration with local agencies, dietetic education programs, universities, and professional organizations to increase recruitment. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website).

The Contractor shall provide bi-annual status reports and information to the CDPH/WIC Division Dietetic Internship Coordinator including, but not limited to the following:

1. Any program changes including those requiring a substantive change request to ACEND.
2. ACEND communications regarding accreditation status and notifications.
3. Program outcomes or achievements.
4. Program costs and budget changes.
5. Intern RD exam pass rates and pass rate improvement plans.
6. Intern demographic, employment, and retention data.
7. Intern selection of WIC employees and non-WIC interns.

Dietetic internship funds are to be used for WIC employee/intern expenses including for direct intern expenses (tuition and fees), conferences, trainings, certifications, memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Tuition and fees for WIC employees/interns with at least six (6) months of work experience prior to acceptance into the dietetic internship shall be waived. Tuition may be reassessed at the non-WIC rate for WIC employees/interns who have ended any required WIC employment during the internship at the Contractor's discretion.

Non-WIC employee/interns may be charged tuition at the Contractor's discretion. Tuition and fees are to be submitted to the CDPH/WIC Division Dietetic Internship Coordinator for review

## **Exhibit A Scope of Work**

and approval prior to implementation. Itemized fees shall be submitted including direct intern expenses, approved conferences and trainings, required certifications and memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

- n) State Committee Membership (only applies to the Contractors receiving funds for membership in one of the State Committees)

The Contractor shall ensure the staff member(s) accepted for membership on any of the CDPH/WIC State Committees will:

1. Participate in all scheduled committee meetings, whether in person or virtual.
2. Follow all CDPH/WIC Division written committee expectations specific to their assigned committee to include completing tasks as designated by CDPH/WIC Division staff between committee meetings.
3. Use committee funds only for committee work and travel (this may include personnel costs, travel, or training(s) related to committee work).

### **5) Professional Certifications**

The Contractor shall ensure professional staff listed under "Staffing Standards" here within the Exhibit A, Scope of Work (SOW) and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

### **6) Program Materials**

The Contractor shall utilize approved CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. The Contractor shall request and receive approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant prior to purchasing, using, or developing other materials for the WIC Program.

### **7) Staff Training Requirements**

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.
- b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00. Newly hired staff shall complete the mandatory training within three (3) months of employment, and subsequently, once every 12 months as required by position.
- c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

**Exhibit A  
Scope of Work**

**8) Travel**

The Contractor's staff shall be allowed to travel to attend trainings and conferences, attend committee meetings, provide services at WIC Sites, and provide community outreach activities. The Contractor shall request prior approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant for all Out of State Travel, training, and/or conferences not previously approved by the CDPH/WIC Division.

**9) Data Collection**

Data collection and all State Approved Platforms required by the CDPH/WIC Division shall be utilized to meet federal and state reporting requirements and address and minimize fraud opportunities.

- a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, the NSP, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).
- b) The Contractor shall only utilize the data collection system(s) and/or WIC WISE provided by the CDPH/WIC Division.

**10) Nutrition Services Plan**

The Contractor shall complete, submit, and implement an annual NSP Work Plan and accompanying documents that are consistent with CDPH/WIC Division established NSP goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

**11) WIC Site Changes**

- a) The Contractor shall remain open and continue providing WIC services at all of the approved WIC Sites, unless prior written approval to relocate or close a WIC Site has been provided by the CDPH/WIC Division.
- b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.
- c) The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new, relocation, and/or closure of WIC Sites, in accordance with WPPM 1000-06. The Contractor shall submit a WIC Site Request packet to the CDPH/WIC Division Contract Manager and Nutrition Consultant for review and approval. WIC Site Request packets are to be submitted at least 45 days prior to the anticipated opening date for review.
- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a WIC Site that is not approved by the CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- e) Based on unmet needs data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. The CDPH/WIC Division will first work with the existing Contractors already

## **Exhibit A Scope of Work**

providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential Contractors to open additional WIC Sites based on CDPH/WIC Division service site location needs. If the CDPH/WIC Division determines that a WIC Site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the WIC Site, address participant access needs, and amend the contract accordingly.

- f) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

### **12) Time Reporting Requirement**

The Contractor shall make available all WIC time studies upon request of the CDPH/WIC Division.

- a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week per month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories:
  - 1. General Administration
  - 2. Client Services
  - 3. Nutrition Education
  - 4. Breastfeeding
- b) The time studies shall be reported in accordance with Section 13 below as part of the RAE process.
- c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports, or modified continuous time reports, for all staff performing FMNP related duties as outlined in Exhibit A, Attachment I, Task 8. Under modified continuous time reporting, a local agency may allocate the cost of all compensation for FMNP issuance time and effort on a reasonable basis, such as the ratio of total FMNP benefits issued to total benefits issued under both WIC and FMNP.

- d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 9.

### **13) Report of Actual Expenditures Requirement**

- a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15<sup>th</sup>, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.

**Exhibit A**  
**Scope of Work**

- b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.
- c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.
- d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.
- e) The Contractor shall submit the following with the RAE packet:
  - 1. The Expenditure Worksheet
  - 2. The NSA Operating Expenses Worksheet
  - 3. The Agency Time Sheet Summary
  - 4. The RAE Worksheet (signed)
- f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

**14) Nutrition Education Minimum Expenditure "Open in desktop app"**

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth ( $\frac{1}{6}$ ) approximately eighteen percent (18%) of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth ( $\frac{1}{6}$ ) approximately eighteen percent (18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

**15) Breastfeeding Promotion and Support Minimum Expenditure**

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA's minimum expenditure requirements published each year. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.



**Exhibit A  
Scope of Work**

**16) Subcontract Requirements**

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 3.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

**17) Procurement Requirements**

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any purchase exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 1.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

**18) Inventory and Management of State Property Requirements**

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventoring, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

**19) Motor Vehicles and Vehicle Maintenance**

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under "Travel" here within the Exhibit A, SOW, and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows:
  - 1. Legal Owner is the California Department of Public Health
  - 2. Registered Owner is the Contractor's Legal Name
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.
- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding \$5,000. The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

**Exhibit A**  
**Scope of Work**

**20) Information Technology and System Support Services**

- a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division and CDPH/ITSD on technology-related implementation and support initiatives. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant whenever there is a change in the IT POC.
- b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC Local Agency User Account Maintenance role to a minimum of two (2) staff who shall on a monthly basis, monitor, review, create, and maintain correct access rights to WIC WISE for their WIC local agency staff. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. If the Contractor does not have staff already designated to this role, the Contractor must promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant. Refer to WPPM 140-20 for more information.
- c) The Contractor shall ensure that all users have read and signed the CDPH/WIC Employee Security Affidavit agreement form and have submitted a copy to the CDPH/WIC Division as required per WPPM 140-20.
- d) The Contractor IT POC shall actively participate in State planned WIC technology user workgroups.
- e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.
- f) The Contractor is responsible for the implementation and ongoing support of its Wide Area Network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, virtual and physical hardware and software compliance standards, protection of electronic data, security compliance best practices, and maintenance and operations on the local side of the network.
- g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).
- h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:
  - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment.
  - 2. Allow workstations and other WIC devices to communicate through an Access Control List (ACL) via TCP/IP through the California Department of Technology (CDT), California Government Enterprise Network (CGEN) router to access WIC resources on the WAN.
  - 3. Allow EBT related peripheral devices such as magnetic card readers, signature pads, pin pads, scanners, and other WIC devices to be able to receive TCP/IP communication through the CGEN router and the WAN.

**Exhibit A**  
**Scope of Work**

4. Allow video conferencing equipment to be able to communicate with the CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.
- i) The Contractor shall support implementation and maintenance of WIC technology activities:
    1. Implement infrastructure and devices needed to perform WIC Program business in accordance with the CDPH/WIC Division/State of California Information Technology minimum hardware standards, located on the CDPH/WIC Local Agency SharePoint Site (LASS) [<https://partners.cdph.ca.gov/sites/LASS/>].
    2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
    3. Ensure that the acquired technology hardware and software meets the minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, etc.
  - j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
    1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed.
    2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or within the State network.
  - k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
    1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations.
    2. If software or hardware is not performing as expected, contact the WIC WISE Service Desk for resolution.
  - l) The Contractor shall ensure proper security of local network systems and WIC data:
    1. Ensure that the devices in the WIC local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network.
    2. When data traverses' wireless networks and/or the Internet, communications shall be protected with a minimum of 256-bit encryption through an encryption network.
    3. The Contractor is responsible to investigate and respond to, and upon request by CDPH, report to WIC, ITSD, and WIC WISE Service Desk any known or potential software, system, or network security risk vulnerabilities that may impact (or potentially adversely affect) any of the WIC systems accessed on the agency's network; additionally, report on any security risk response and remediation efforts with the identified name and version of each vulnerable software or system, before and after each security risk issue resolution/mitigation.

**Exhibit A**  
**Scope of Work**

- m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.
- n) The Contractor shall be in compliance with the WIC WISE requirement as detailed in the WPPM.

**21) Implementation of Technology Projects**

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, auto dialer, video conferencing, updating WIC WISE, and ongoing maintenance of State Approved Platforms. The Contractor shall actively support the implementation of state information technology projects by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

**22) Emergency and Disaster Planning**

- a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to certify applicants and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

**23) Regional Training Centers** (only applies to the Contractor receiving funds for this project)

- a) The Contractor shall provide a Regional Training Center (RTC) for use by WIC local agency trainers and CDPH/WIC Division trainers to conduct trainings, including but not limited to, breastfeeding training, BFPC training, PCE training, WIC WISE training, LVL training, vendor training, and various WIC local agency trainings provided to WIC local agency staff and authorized WIC vendors.
- b) The Contractor shall maintain a training room facility with access to restrooms, drinking water, and parking; site logistics including tables, chairs, and appropriate equipment including facilitator laptop/computer (monitor, keyboard, mouse, and cables as needed), projector and spare bulb, screen, computer speakers or sound system, wireless microphone, flip chart paper and easel, use of a copier, general training/office supplies (sticky notes, markers, pens, etc.), storage cabinet; and internet access necessary for trainings.
- c) The Contractor shall identify WIC local agency clerical support for scheduling, ordering supplies, access to training room(s), providing site specific instructions, and receiving/storing shipped training materials for up to two (2) weeks prior to training.
- d) The Contractors receiving funds for the RTC shall also provide required equipment including connectivity to WIC WISE (Wi-Fi); 12-20 dedicated laptops/computers and monitors; peripheral devices including a signature pad, PIN pad, scanner, and a magnetic card reader that meets WIC WISE recommended specifications; surge protector power strips; and locked storage for laptops.

**Exhibit A**  
**Scope of Work**

- e) The Contractors shall provide IT staff or services to be available for IT assistance one (1) day prior to and on training days.

**24) Translation Review Services – Education Materials** (only applies to the Contractor receiving funds for this project)

The Contractor shall designate one (1) or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation services.

**25) Breastfeeding Peer Counselor Database (PCDB)** – (only applies to the contract with Public Health Foundation Enterprises, Inc.)

The following only applies to PHFE, which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

- a) Responsibilities of PHFE includes, but are not limited to:
  - 1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
  - 2. Ensuring local agencies can access their own agency reports and documentation.
  - 3. Maintaining a secure, interactive automated educational text messaging function.
  - 4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.
  - 5. Assisting the CDPH/WIC Division with PCDB data extraction and conversion activities related to the transfer of historical PCDB data to WIC WISE.
- b) PHFE is bound to the following requirements, terms, and conditions, concerning the PCDB, as stated in the WIC local agency contract:
  - 1. Information Privacy and Security Requirements, as specified in Exhibit G, Section XI, which includes reporting any incidents involving unauthorized use of this data file to the CDPH Program Contract Manager, CDPH Privacy Officer, and CDPH Chief Information Security Officer (and CDPH IT Service Desk).
  - 2. Special Terms and Conditions pertaining to Confidentiality of Information, as specified in Exhibit D, Provision 8.
- c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE WIC data from the PCDB is used for research studies, PHFE will adhere to the research request and approval process outlined in the contract between the CDPH/WIC Division and PHFE. At no time will PHFE use data from any other WIC local agency for additional research or analytical purposes.

**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 1: Nutrition Assessment and Certification:**

**Objective:** The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide Woman, Infants and Children (WIC) Program benefits.

**Activities to Support the Objective**

Activity 1: Assess that applicants meet eligibility criteria:

1. Categorical;
2. Residential;
3. Financial; and
4. Nutritional risk.

If applicants meet these four criteria, certify eligible applicants and document ineligibles.

Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant.

Activity 3: Conduct required screenings, provide and document social service and health referrals, as appropriate.

Activity 4: Accurately prescribe food benefits based on category, preferences and individual nutritional need.

Activity 5: Document a Care Plan in WIC WISE.

Activity 6: Maintain and adhere to procedures for fraud prevention including Separation of Duties (SOD).

**Deliverables**

- A. Eligible applicants/participants are certified and provided appropriate WIC benefits.
- B. Nutrition assessments, including required screenings, are completed on all eligible WIC applicants/participants.
- C. Food benefits are prescribed accurately to all WIC applicants/participants.
- D. Appropriate referrals are provided to all WIC applicants/participants.
- E. All information on certified participants is accurately documented in WIC WISE. Each participant shall have an appropriately documented Care Plan, which includes a goal at each certification and recertification.
- F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed.
- G. Appropriate SOD procedures are implemented during certifications and recertifications.

**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 2: Nutrition Education:**

**Objective:** The Contractor shall, on an ongoing basis, provide Participant-Centered nutrition education to all WIC participants.

**Activities to Support the Objective**

Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risks identified as part of the nutrition assessment and/or participant concerns. Nutrition education contacts should be evidence-based, interactive, and Participant-Centered.

Activity 2: Offer and document the minimum number of required nutrition education contacts per the participant's category and certification period.

Activity 3: Provide high-risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high-risk criteria based on the participant's nutrition assessment.

Activity 4: Utilize the CDPH/WIC Division materials, both printed and electronic, to ensure that consistent, evidence-based nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 8.6.

**Deliverables**

- A. Participants are provided initial and secondary nutrition education based on their Care Plan, their participant category, their interests/concerns, and any subsequent assessments.
- B. Document all participant nutrition education contacts in the WIC WISE.
- C. Refer to Exhibit A, SOW, Provision 8.14.

**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 3: Food Benefits and Issuance:**

**Objective:** The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using WIC WISE.

**Activities to Support the Objective**

Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.

Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling, and storage of all card stock, food benefits, peripheral devices, laptops and portable printers, and if applicable, Farmers' Market Nutrition Program (FMNP) booklets.

**Deliverables**

- A. Food benefits are accurately issued.
- B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.
- C. The handling procedures for card stock, food benefits, peripheral devices, laptops and portable printers and if applicable, FMNP booklets, meet program security standards.



**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 4: Breastfeeding Promotion and Support:**

**Objective:** The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

**Activities to Support the Objective**

Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum participants unless medically contraindicated.

Activity 2: Offer and document evidenced-based, participant-centered breastfeeding education that enables participants to make an informed decision regarding infant feeding and supports them to meet their breastfeeding goals.

Activity 3: Refer participants to a qualified staff member when breastfeeding issues are beyond the scope of the staff member providing support, per the WIC Policy and Procedure Manual (WPPM). If applicable, refer participants to the Breastfeeding Peer Counseling (BFPC) Program, breastfeeding support group and/or breastfeeding services in the community.

Activity 4: Make breast pumps and kits available to postpartum participants.

**Deliverables**

- A. Participants are provided accurate breastfeeding information.
- B. Document all participants' breastfeeding education provided in WIC WISE.
- C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals.
- D. Document breast pump issuance and the reasons for issuance in WIC WISE.
- E. Maintain an accurate inventory of breast pumps.
- F. Maintain all breast pumps in a clean and working condition.

**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 5: Outreach:**

**Objective:** The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

<b>Activities to Support the Objective</b>
<p>Activity 1: Provide WIC Program information to and coordinate with health and social services organizations to encourage referrals to the WIC Program.</p> <p>Activity 2: Designate an Outreach Coordinator and annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.</p>
<b>Deliverables</b>
<p>A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.</p> <p>B. Conduct ongoing outreach activities and the approved Annual Public Outreach Announcement (APOA). Keep documentation of how and where the APOA was conducted. Refer to Exhibit A, SOW, Provision 8.6.</p>

**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 6: WIC Vendor Technical Assistance and Support:**

**Objective:** The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide Technical Assistance (TA) to WIC authorized vendors.

**Activities to Support the Objective**

Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training(s) to WIC local agency staff on the two Code of Conduct trainings: Conflict-of-Interest and Confidentiality.

Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, TA visits.

Activity 3: Attend CDPH/WIC Division conducted LVL training(s) as directed.

Activity 4: Attend a CDPH/WIC Division conducted vendor training at least once within the period of the contract.

**Deliverables**

- A. Assist the Contractor's Training Coordinator to ensure that both the Conflict-of-Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict-of-Interest statement.
- C. Meet a minimum 90 percent performance standard of vendor on-site visits completed for each assigned vendor three times during the FFY, which begins October 1.
- D. Document results of every WIC authorized vendor on-site visit using the CDPH/WIC Division LVL reporting process.
- E. Provide WIC Program information and referrals to vendors upon request.
- F. Conduct On-site Preauthorization Visits (OPV) on an as-needed basis.
- G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 7: Staff Training:**

**Objective:** The Contractor shall provide training(s) to develop skills and abilities for WIC employees to provide WIC Program services.

**Activities to Support the Objective**

Activity 1: Staff Training Coordinator will develop a Staff Training Plan annually to ensure that all WIC Policies, Nutrition Services Plan (NSP) goals and objectives, and WIC Information Notice (WIN) training requirements are completed.

Activity 2: Staff Training Coordinator will ensure that trainings are completed within designated timeframes.

Activity 3: Staff Training Coordinator will ensure that completed staff trainings are documented.

**Deliverables**

- A. Staff Training Plan will include a proposed training schedule, method, and trainer(s). The Training Plan must describe how make-up training(s) will take place for staff that missed scheduled training(s). Staff Training Plan training(s) must be based on a topics identified by a needs assessment.
- B. Training documentation will include, at a minimum, date(s) of training, location(s), subject matter and training completion records.
- C. Training related sections of the annual NSP, as applicable.

**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 8: Farmers' Market Nutrition Program** (only applies to the Contractors receiving funds for this project):

**Objective:** The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using WIC WISE; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

**Activities to Support the Objective**

Activity 1: Issue WIC FMNP food benefits via a FMNP booklet, to eligible participants based on established distribution protocol.

Activity 2: Provide nutrition education that discusses the benefits of fruits and vegetables to FMNP food benefit recipients and document in WIC WISE.

Activity 3: Provide instructions and information to FMNP recipients on the proper use of the FMNP booklet and locations where it may be used.

Activity 4: Designate an FMNP Local Agency Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP booklets assigned to the WIC local agency by the CDPH/WIC Division.

**Deliverables**

- A. Prior to season start up, the Contractor shall submit an FMNP Season Start-Up Package that includes the following components:
  - 1. Name and contact information of the WIC local agency's FMNP Local Agency Coordinator;
  - 2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
  - 3. Instructional guidance for FMNP recipients on how to use the FMNP booklets;
  - 4. Plan for providing an in-service training to WIC local agency staff on FMNP procedures;
  - 5. A printed list or explanation of the method(s) used to inform FMNP recipients where to use FMNP booklets; and
  - 6. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.
- B. The Contractor shall document nutrition education contacts in WIC WISE for all FMNP benefit recipients.
- C. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.
- D. The Contractor shall submit by December 31 each year, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP booklets assigned to the WIC local agency for distribution from May to September of the same calendar year.

**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 9: Breastfeeding Peer Counseling (BFPC) Program** – (only applies to the Contractors receiving funds for this project):

**Objective:** The Contractor shall perform all the work required to administer and provide mother-to-mother breastfeeding support services to WIC mothers following United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) WIC Breastfeeding Model Components for Peer Counseling.

**Activities to Support the Objective**

Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.

Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.

Activity 3: Provide regular supervision and monitoring of peer counselors.

**Deliverables**

- A. A written process for referring participants who would most benefit from mother-to-mother breastfeeding support to the WIC BFPC Program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
- B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high-risk issues outside of their scope of practice to the International Board-Certified Lactation Consultant (IBCLC).
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC Designated Breastfeeding Expert, are documented in the Peer Counseling Database (PCDB) and/or WIC WISE.
- D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual-funded staff performing BFPC related duties.

**Exhibit A, Attachment I  
Statement of Work  
Services to be Performed**

**Task 10: Regional Breastfeeding Liaison Program** (only applies to the Contractors receiving funds for this project):

**Objective:** The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency's RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

**Activities to Support the Objective**

Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to promote WIC Program services, including WIC breastfeeding support services, within their community or region by establishing/fostering relationships with community stakeholders who reach WIC eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, Maternal, Child and Adolescent Health (MCAH) Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).

Activity 2: The RBL will work with healthcare providers, hospitals, employers, and community partners within their region to improve their understanding of breastfeeding, WIC's role as a breastfeeding resource, and to increase referrals to the WIC Program.

**Deliverables**

- A. The Contractor shall develop a RBL Plan-of-Action using the CDPH/WIC Division's RBL Action Plan template.
- B. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by the CDPH/WIC RBL Program staff.
- C. The RBL shall provide activity updates to the WIC Director(s) at the contracting agency each quarter or as required by the CDPH/WIC Division.
- D. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.
- D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.
- E. Invoices shall:
  - 1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.
  - 2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.
- F. Amounts Payable  
The amounts payable under this Agreement shall not exceed:  
\$ 6,586,512.00 for the budget period of 10/01/2022 through 09/30/2025.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.



**Exhibit B**  
**Budget Detail and Payment Provisions**

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Timely Submission of Final Invoice**

- A. Final undisputed invoice(s) shall be submitted for payment no more than 45 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit H)**" at the end of the Contract Term.

**5. Allowable Line-Item Shifts**

- A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The one hundred thousand (\$100,000) maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with cost-of-living indexes. Said adjustments shall not require a formal Agreement Amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum.
- C. Line-item shifts meeting these criteria shall not require a formal Agreement Amendment.
- D. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval to line-item shifts.
- E. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

**6. Expense Allowability/Fiscal Documentation**

- A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because the invoice detail, fiscal records, or back-up documentation is non-existent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**7. Recovery of Overpayments**

- A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the CDPH/WIC Division by one of the following options:
  - 1) The Contractor's remittance to the CDPH/WIC Division of the full amount of the audit exception within 30 days following the CDPH/WIC Division's request for repayment;
  - 2) A repayment schedule which is agreeable to both the CDPH/WIC Division and the Contractor.
- B. The CDPH/WIC Division reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the CDPH/WIC Division, in writing, of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the CDPH/WIC Division's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to the CDPH/WIC Division, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the CDPH/WIC Division's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**8. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior written authorization from the CDPH/WIC Division. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

**9. Additional Invoicing Requirements**

- A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.
- B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.
- C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.

**Exhibit B**  
**Budget Detail and Payment Provisions**

- D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.
- E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.
- F. The Contractor shall submit the following with each invoice packet:
- 1) The signed completed invoice
  - 2) The corresponding NSA Operating Expenses Worksheet
  - 3) The NSA Operating Expenses Master Summary Worksheet
- G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.
- H. Year-End Requirements:
- 1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15<sup>th</sup>, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.
  - 2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1<sup>st</sup>, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year-End Supplemental Invoice.
  - 3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: <https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation>.
  - 4) The Contractor shall submit a completed copy of the RAE packet no later than December 15<sup>th</sup>, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

**Exhibit B, Attachment I  
Budget Detail  
October 1, 2022 - September 30, 2025**

PERSONNEL WIC Position Title	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023		Year 2 10/1/2023 - 9/30/2024		Year 3 10/1/2024 - 9/30/2025		Total
					FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	Budgeted Amount	
WIC Director	1-22	1-8	72,571	88,566	0.95	84,138	0.95	84,138	0.95	84,138	252,414
Senior Dietitian	3,6,7,8,9,10,12,14,15	1-8	70,429	87,693	2.00	156,200	2.00	173,639	2.00	173,739	503,578
Registered Dietitian	3,6,7,8,9,10,12,14,15	1-8	66,997	83,429	1.00	66,997	1.00	69,420	1.00	71,150	207,567
Nutrition Educator (1)	3,6,7,8,9,10,12,14,15	1-8	47,300	58,864	1.00	57,699	1.00	58,282	1.00	58,864	174,845
Breastfeeding Coordinator (1)	3,6,7,8,9,10,12,14,15	1-8	47,300	58,864	0.90	53,200	0.90	53,400	0.90	53,600	160,200
Office Assistant I (1)	9,12	3-5, 8	31,283	38,188	0.50	16,995	0.50	17,995	0.50	20,100	55,090
Office Assistant II (1)	9,12	3-5, 8	34,549	43,015	0.50	17,978	0.50	20,988	0.50	22,345	61,311
Office Assistant III (1)	9,12	3-5, 8	38,189	47,528	1.00	44,346	1.00	47,049	1.00	47,528	138,923
WIC Nutrition Assistant I (1)	9,12,14,15	1-8	31,283	38,938	4.00	125,132	4.00	126,464	4.00	126,464	378,060
WIC Nutrition Assistant II (1)	9,12,14,15	1-8	34,549	43,015	2.00	69,098	2.00	69,805	2.00	75,900	214,803
WIC Nutrition Assistant III (1)	9,12,14,15	1-8	38,189	47,528	8.00	373,476	8.00	377,352	8.00	378,983	1,129,811
Nursing Division Manager	1,2,3,5,6,8,9,11,12,13-17,19-22	1-8	102,835	125,465	0.10	11,277	0.10	11,937	0.10	12,050	35,264
Fiscal Specialist	12,13		56,014	71,843	0.10	5,750	0.10	5,828	0.10	5,950	17,528
											-
											-
Overtime (3)	7,8,9,12,14,15	1-8				5,000		3,000		2,500	10,500
Salaries and Wages						1,087,286		1,119,297		1,133,311	3,339,894
Total FTE					22.05		22.05		22.05		
Fringe Benefits (4)					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
					42.000000%	456,660	42.000000%	470,104	42.000000%	475,990	1,402,754
<b>TOTAL PERSONNEL (paid by State WIC contract)</b>						<b>1,543,946</b>		<b>1,589,401</b>		<b>1,609,301</b>	<b>4,742,648</b>
Total In-Kind for Personnel (12)						-		-		-	-
<b>OPERATING</b>	Exhibit A, SOW 8	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
General Expenses (5)	5-7,17-21,23	1-10				153,472		133,485		106,826	393,783
Travel (6)	8	1-10				6,000		5,500		5,000	16,500
Training	4,5,7,17,21,23	1-10				3,000		3,000		3,000	9,000
Outreach/Media/Promotion	17	1-10				500		-		-	500
Facility Costs (see Exhibit B, Attach II for breakdown) (7)	11,23	1-10				190,116		193,920		197,796	581,832
<b>TOTAL OPERATING (paid by State WIC contract)</b>						<b>353,088</b>		<b>335,905</b>		<b>312,622</b>	<b>1,001,615</b>
Total In-Kind for Operating (12)						-		-		-	-
<b>CAPITAL EXPENDITURES (8) (Unit Cost of \$5,000 or More)</b>	Exhibit A, SOW 8	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
Equipment (9)	6,17,18,20,21	1-10				-		-		-	-
Vehicles (10)	8,17-19	1-10				36,000		-		-	36,000
<b>TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)</b>						<b>36,000</b>		<b>-</b>		<b>-</b>	<b>36,000</b>
Total In-Kind for Capital Expenditures (12)						-		-		-	-
<b>OTHER COSTS (11)</b>	Exhibit A, SOW 8	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
											-
											-
<b>TOTAL OTHER COSTS (paid by State WIC contract)</b>						<b>-</b>		<b>-</b>		<b>-</b>	<b>-</b>
Total In-Kind for Other Costs (12)						-		-		-	-
<b>INDIRECT</b>					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
Total Personnel Costs					17.000000%	262,470	17.000000%	270,198	17.000000%	273,581	806,249
<b>TOTAL INDIRECT (paid by State WIC contract)</b>						<b>262,470</b>		<b>270,198</b>		<b>273,581</b>	<b>806,249</b>
Total In-Kind for Indirect (12)						-		-		-	-
<b>TOTAL BUDGET (paid by State WIC contract)</b>						<b>\$ 2,195,504</b>		<b>\$ 2,195,504</b>		<b>\$ 2,195,504</b>	<b>\$ 6,586,512</b>
Total In-Kind for All Budget Line-Items (12)						\$ -		\$ -		\$ -	\$ -

Contract Year:	Year 1	Year 2	Year 3
Contract Amount:	\$ 2,195,504	\$ 2,195,504	\$ 2,195,504
Funding Changes:	\$ -	\$ -	\$ -
Checks/Balances:	\$ -	\$ -	\$ -

\*All costs will be reviewed by CDPH for approval

(1) Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

(2) Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

(3) Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

(4) Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

(5) General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

(6) Travel - All costs reimbursed shall be in accordance with CalHR rates.

(7) Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.

(8) Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

(9) Equipment - Include telephone systems, information technology equipment, photocopy machines, etc.

(10) Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.

(11) Other Costs - List the subcontractor's name and brief description of services provided.

(12) In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

**Exhibit B, Attachment II  
Facility Costs  
October 1, 2022 - September 30, 2025**

Total Facility Costs:					Year 1 Total				Year 2 Total				Year 3 Total
\$ 581,832					\$ 190,116				\$ 193,920				\$ 197,796
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	
330 HARRIS STREET, SUITE 103, HANFOR, CA 93230	SITE,ADMIN	12942	15,843	190,116	16,160	193,920	16,483	197,796					
229 C STEET LEMOORE, CA 93245	CLINIC SITE	4585	-	-	-	-	-	-					
590 SKYLINE DRIVE AVENAL, CA 93204	CLINIC SITE	2400	-	-	-	-	-	-					
1002 DAIRY AVE., CORCORAN, CA 93212	CLINIC SITE	2103	-	-	-	-	-	-					
75 5TH STREET KETTLMAN CITY, CA 93239	CLINIC SITE	2200	-	-	-	-	-	-					

**Exhibit D**  
**Special Terms and Conditions**  
**(Rev 6/16)**

*(For Cooperative Agreement in accordance with HSC 38070)*

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

**Index of Special Terms and Conditions**

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

## Exhibit D Special Terms and Conditions

### 1. Procurement Rules

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

#### a. Equipment definitions

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

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

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

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

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

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

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

## Exhibit D Special Terms and Conditions

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
  - d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
  - e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
  - f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
  - g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.



## Exhibit D Special Terms and Conditions

### 2. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

**Exhibit D**  
**Special Terms and Conditions**

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

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

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

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

**g. Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

**Exhibit D**  
**Special Terms and Conditions**

- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
- [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
- [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

## **Exhibit D Special Terms and Conditions**

- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

### **3. Subcontract Requirements**

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

## **Exhibit D Special Terms and Conditions**

and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

### **4. Income Restrictions**

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

### **5. Site Inspection**

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

### **6. Intellectual Property Rights**

#### **a. Ownership**

- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPH shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

**Exhibit D**  
**Special Terms and Conditions**

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

## **Exhibit D Special Terms and Conditions**

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

### **b. Retained Rights / License Rights**

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

### **c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or

## **Exhibit D Special Terms and Conditions**

disseminated without prior written permission from the Department of Public Health.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

### **d. Third-Party Intellectual Property**

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

### **e. Warranties**

(1) Contractor represents and warrants that:

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



**Exhibit D**  
**Special Terms and Conditions**

- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**f. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

## **Exhibit D Special Terms and Conditions**

settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

### **g. Survival**

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

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

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

## **8. Confidentiality of Information**

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

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

## **Exhibit D Special Terms and Conditions**

written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

### **9. Documents, Publications and Written Reports**

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

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

### **10. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along

## **Exhibit D Special Terms and Conditions**

with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

### **11. Officials Not to Benefit**

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

### **12. Prohibited Use of State Funds for Software**

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

### **13. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

## Exhibit D Special Terms and Conditions

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

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

## **Exhibit D Special Terms and Conditions**

Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

**(a) Example No. 1:**

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

**(b) Example No. 2:**

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

**(c) Example No. 3:**

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

### **14. Cancellation**

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

**Exhibit D**  
**Special Terms and Conditions**

- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

**Exhibit E**  
**Additional Provisions**

**1. Additional Incorporated Documents**

The following documents and any subsequent updates are not attached to this Agreement but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the California Department of Public Health Women, Infants and Children (CDPH/WIC) Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

- 1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246?toc=1>].
- 2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [<https://www.fns.usda.gov/wic/policy>].
- 4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> & <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400>].

B. The following applicable State laws and regulations:

- 1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 – 123355 [[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2)], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAE&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)&bhcp=1](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1)].
- 2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [<https://law.justia.com/codes/california/2020/code-hsc/division-106/part-2/chapter-1/article-2/section-123279/>]; and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>].



**Exhibit E**  
**Additional Provisions**

- C. The following applicable CDPH/WIC Division administrative rules, policies, and procedures:
- 1) The WIC Policy and Procedure Manual (WPPM) located on the CDPH/WIC Local Agency SharePoint Site under Policy [<https://partners.cdph.ca.gov/sites/LASS/>]. All updates issued as of the effective date of this Agreement, and any subsequent updates. This manual will be updated periodically by the CDPH/WIC Division, as required by program and/or Federal directives.
  - 2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor (e.g., a revision to the WPPM which may be conveyed via a WIC Information Notice and/or a WIC Director Call and its minutes).
  - 3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [<https://partners.cdph.ca.gov/sites/LASS/>]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.
  - 4) All documents submitted with the completed Contract Application.

**2. Insurance Requirements**

A. General Provisions Applying to All Policies

- 1) Coverage Term - Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal - The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles - The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause - Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements - Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of the Contractor's utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

**Exhibit E**  
**Additional Provisions**

**B. Insurance Coverage Requirements**

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability - The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) - The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) - The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) - The Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) - The Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - The Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

**Exhibit E**  
**Additional Provisions**

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

- A. The CDPH/WIC Division intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, the CDPH/WIC Division reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the CDPH/WIC Division review and prior approval. The CDPH/WIC Division's policy for conflicts of interest, with which the Contractor must comply, is specified in WPPM 150-10.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
  - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If the CDPH/WIC Division is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the CDPH/WIC Division to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the CDPH/WIC Division and cannot be resolved to the satisfaction of the CDPH/WIC Division, the conflict will be grounds for terminating the contract. The CDPH/WIC Division may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Any costs (including legal costs) incurred as a result of a conflict of interest determined by the court or by the State shall be the responsibility of the Contractor.

**4. Civil Rights Assurance**

- A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.
- B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.

**Exhibit E**  
**Additional Provisions**

- C. The Contractor must notify applicants and participants that:
- 1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.
  - 2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.
  - 3) Program information may be made available in languages other than English.
- D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:
- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410
  - 2) Fax: (202) 690-7442
  - 3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)
- E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of non-discrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.
- F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

**5. Independent Research**

- A. The Contractor shall submit a request for and receive written approval from the CDPH/WIC Division prior to conducting independent research or collaborating with an outside party, including a university or research institution, to conduct independent research collecting or using data from the CDPH/WIC Division (including WIC WISE and WRAD), WIC staff or participants. Independent Research includes research as well as the drafting or creation of articles, reports, and/or materials that are not necessary for the performance of the Agreement. Independent research is produced by the Contractor, subcontractor and/or outside entity using data from WIC that has been obtained directly from WIC participants, WIC staff, and/or WIC vendors through a variety of means including but not limited to surveys, focus groups, and interviews or indirectly using the CDPH/WIC Division authorized management information system, regardless of the funding source.
- B. The Contractor's research request must be approved in writing by the CDPH/WIC Division and all presentations and publications based on that research must be reviewed by the CDPH/WIC Division prior to publication, presentation, or distribution.

**Exhibit E**  
**Additional Provisions**

- C. Paragraphs A. and B. of this provision address research studies conducted independently of the CDPH/WIC Division, and not potential research projects solicited and administered by the CDPH/WIC Division.
- D. The Contractor agrees that if WIC funds are used to perform the research, then the CDPH/WIC Division is the sole owner of the data that on which the research is based. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.
- E. The Contractor shall be responsible for ensuring that any independent research or collaboration comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

**6. Special Projects**

A. Contractor Requirements

- 1) Prior to initiating a special project, the Contractor must submit a written request for approval, as described in Provision 6.B., to the assigned Nutrition Consultant.
- 2) The Contractor shall not use WIC funds for, or incur WIC Program costs related to, a special project unless and until the Contractor receives written approval for the special project from the CDPH/WIC Division.
- 3) If the Contractor or its subcontractor(s) are currently administering a special project that has not been approved in writing by the CDPH/WIC Division, the Contractor must immediately submit a written request for approval, as described in Provision 6.B. The CDPH/WIC Division reserves the right, in its sole discretion, to require the Contractor or its subcontractor(s) to cease any and all actions or activities associated with a special project if the Contractor initiated the special project prior to receiving written approval from the CDPH/WIC Division, as described within this provision.
- 4) If there is any uncertainty on the part of the Contractor as to whether an activity, program, initiative, or task involving WIC funds, staff, participants, or applicants is a special project, the Contractor must immediately contact the assigned Nutrition Consultant for such a determination prior to beginning or continuing the activity, program, initiative, or task.
- 5) The Contractor shall be liable for any WIC funds or WIC Program costs associated with a special project that was not approved in writing by the CDPH/WIC Division, as described in this provision.

B. Written Requests for Approval

- 1) When seeking approval for a special project, the Contractor's written request must include:
  - a. A project proposal briefly describing the special project, including the proposed purpose, scope, duration, and estimated cost; and
  - b. If applicable, the associated Request for Proposals (RFP); and
  - c. If applicable, any drafts of instructions, agreements, or public-facing communications or materials associated with the special project.

**Exhibit E**  
**Additional Provisions**

- 2) The written request may also include other materials that are relevant to the special project, as determined by the Contractor.
- 3) The CDPH/WIC Division may require that the Contractor provide additional documentation as needed to process the request.
- 4) The CDPH/WIC Division shall issue its decision as to whether to approve the Contractor's request in writing. Any oral communications about a special project between the parties or their staff shall not be binding and shall not constitute approval of a special project.

**C. Written Materials Related to Special Projects**

The Contractor must provide all written documents, reports, presentations, and publications based on, related to, or arising from a special project to the assigned Nutrition Consultant for review and approval prior to sharing, disseminating, or distributing such materials to any persons or entities other than the parties to this Agreement.

**D. Allowable Program Costs**

The Contractor agrees that any WIC funds expended for purposes of a special project must be for costs that are allowable pursuant to 7 CFR, Part 246.14 (and the authorities cited therein), any guidance or directives from USDA, the WPPM 1000-05 and the Allowable Cost Table, located on the CDPH/WIC Local Agency SharePoint Site under Contract Administration/Resources [<https://partners.cdph.ca.gov/sites/LASS>].

**E. WIC Confidentiality**

The Contractor shall be responsible for ensuring that any special projects, including community collaborations, comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

**Federal Terms and Conditions**

*(For federally funded Cooperative Agreements)*

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

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

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

## 1. Federal Contract Funds

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

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

## 2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

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



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

### 3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

#### 4. Covenant Against Contingent Fees

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

#### 5. Lobbying Restrictions and Disclosure Certification

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

##### a. Certification and Disclosure Requirements

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

tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

## 6. Additional Restrictions

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

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

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

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

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

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

California Department of Public Health

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



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

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

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

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

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to the Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.)

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and the Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between the Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements the Contractor is obligated to follow with respect to CDPH PCI disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on behalf of CDPH, pursuant to the Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between the Contractor and CDPH, including this Exhibit, the following definitions shall apply:
  - A. Breach:

“Breach” means:

    1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
    2. unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the Contractor. Good faith acquisition of personal information by an employee or agent of the Contractor for the purposes of the

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

Contractor is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

- B. Confidential Information: “Confidential information” means:
1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);
  2. information that does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
  3. information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or
  3. any information about a vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status; or
  4. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
  2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between the Contractor and CDPH, including this Exhibit; or
  3. the attempted or successful modification or destruction of, or interference with the Contractor’s system operations in an information technology system, that negatively impacts



**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. The Contractor shall limit access to CDPH PCI to only those employees, agents, and subcontractors CDPH WIC has determined have a need to know the CDPH PCI in order to perform the Contractor's obligations under its agreement with CDPH WIC. Disclosure of CDPH PCI to any other party or individual including the Contractor's employees, agents, and subcontractors, is unauthorized.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under the Contractor's control, the Contractor 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 Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. The Contractor shall provide CDPH with the Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of the Contractor's obligations under the Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. The Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: The Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under the Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

**XI. Breach and Security Incident Responsibilities:**

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by the Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. The Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

The Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, the Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
  3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
  4. a description of the probable and proximate causes of the breach or security incident; and

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, the Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, The Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

**Exhibit G  
 Information Privacy and Security Requirements  
 (For CDPH WIC Contracts)**

<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>	<b>CDPH OLS Contact for Third Party Information Requests</b>
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 <sup>th</sup> Floor Sacramento, CA 95814  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413  Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a> Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5 <sup>th</sup> Floor Sacramento, CA 95814  Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: The Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between the Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

The Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of the Contractor to monitor

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

compliance with this Exhibit. The Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between the Contractor and CDPH for any reason, the Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, the Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, the Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between the Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCI to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: The Contractor's obligations under this Exhibit shall continue until the Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between the Contractor and CDPH, the Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If the Contractor elects to destroy the CDPH PCI, the Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself and any subcontractors, workforce employees or agents assisting the Contractor in the performance of its obligations under the agreement between the Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where the Contractor or its subcontractor, workforce employee or agent is a named adverse party.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

- XVIII. 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 CDPH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and 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 federal and state laws and regulations.
- XX. Survival: If the Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of the Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between the Contractor and CDPH.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

**Attachment 1**  
Contractor Data Security Standards

**1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI 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 CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, the Contractor 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 Contractor 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 CDPH PCI 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 CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI 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 CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted 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 CDPH PCI must install and actively use a 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 CDPH PCI must have operating system and application 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 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.



**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

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 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 CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

**2. System Security Controls**

A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, 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 CDPH PCI, or which alters CDPH PCI. 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. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 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 CDPH PCI outside the contractor's 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 CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

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

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

**3. Audit Controls**

- A. **System Security Review.** All systems processing and/or storing CDPH PCI 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 CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**4. Business Continuity / Disaster Recovery Controls**

- A. **Disaster Recovery.** The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** The Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

**5. Paper Document Controls**

- A. **Supervision of Data.** CDPH PCI 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. CDPH PCI 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 CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

- E. ***Faxing.*** Faxes containing CDPH PCI 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.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI 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 CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

## Contractor's Release

### Instructions to Contractor:

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

### Submission of Final Invoice

Pursuant to **contract number** 22-10254 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **Invoice number(s)** \_\_\_\_\_, in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_.  
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

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

### Repayments Due to Audit Exceptions / Record Retention

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

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

### Recycled Product Use Certification

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

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

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

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

### Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): County of Kings

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

Printed Name/Title of Person Signing: \_\_\_\_\_

**CDPH Distribution:** Accounting (Original) Program



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn/Everardo Legaspi  
**SUBJECT:** AMENDED SEXUALLY TRANSMITTED DISEASES PROGRAM  
MANAGEMENT AND COLLABORATION PROJECT

### **SUMMARY:**

#### **Overview:**

The California Department of Public Health Sexually Transmitted Diseases Control Branch, through the Sexually Transmitted Diseases Program Management and Collaboration Project, is providing additional funding to the Kings County Department of Public Health to continue to monitor, investigate, and prevent sexually transmitted diseases.

#### **Recommendation:**

- a. Authorize the Public Health Director to accept this additional funding;
- b. Adopt the budget change. (4/5 vote required)

#### **Fiscal Impact:**

The California Department of Public Health Sexually Transmitted Diseases Control Branch has allocated an additional \$22,355 in Fiscal Year 2021-22 (to be rolled into FY 2022-23) and an additional \$102,337 in Fiscal Year 2022-23 for an overall increase in Fiscal Year 2022-23 of \$123,692 to the Kings County Department of Public Health budget unit 411300.

### **BACKGROUND:**

The California Department of Public Health (CDPH) has allocated \$123,692 additional funds for Fiscal Year 2022-23 to be used for innovative and impactful sexually transmitted diseases (STD) prevention and control activities. An updated allocation formula was developed based on the 2020 Department of Finance data regarding the percentage of the County's population in poverty, and population based on race and ethnicity. The additional funding includes a rollover of \$21,143 from fiscal year 2021-22 and an additional \$102,337 that was calculated with the allocation formula.

(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**

### **AMENDED SEXUALLY TRANSMITTED DISEASES PROGRAM MANAGEMENT AND COLLABORATION PROJECT**

**September 13, 2022**

**Page 2 of 2**

This additional funding is to be used to continue innovative and impactful STD prevention and control activities. Key strategic areas for prevention and control are: enhancement of surveillance and case follow up for syphilis cases; testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk. The Kings County Department of Public Health will identify amendments to the work and spend plans and will bring this item back to the Board of Supervisors for approval of the amendment to the agreement for the expanded funding.



Tomás Aragón, MD, DrPH  
Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

Date: July 14, 2022  
To: California Local Health Jurisdictions (LHJs)  
From: California Department of Public Health (CDPH)  
Subject: Overview of Recent Legislative Augmentations for Sexually Transmitted Diseases (STDs)

## I. Purpose

This memo provides LHJs with an overview of recent legislative augmentations and ongoing STD-related funding, including funds allocated in the 2022 State Budget Act ([Senate Bill 154](#), Chapter 43, Statutes of 2022).

## II. STD Prevention and Collaboration Grants

The 2022 Budget Act included an augmentation that will increase funding for STD 'Prevention and Collaboration' Grants, of which funding was originally appropriated for in Fiscal Year (FY) 2019-20 via the 2019 Budget Act. The 2019 Budget Act also required LHJs to reallocate 50 percent of funds to at least one community-based organization (CBO) or non-profit health care provider for STD activities.

**Funding:** The STD Prevention and Collaboration Grants comprise \$13.6 million in ongoing STD local assistance funding annually beginning FY 2022-23. This includes the following annual awards:

- \$4.5 million, appropriated in FY 2019-20,
- \$3.6 million, appropriated in FY 2021-22, and
- \$5.5 million, appropriated in FY 2022-23.
  - Note: The 2022 Budget Act combined \$3.6 million from FY 2021-22 and \$5.5 million from FY 2022-23 for a total of \$9.1 million.

**Eligibility Criteria:** Eligibility was determined in collaboration with the County Health Executives Association of California (CHEAC), the California Conference of Local Health Officers (CCLHO), and other stakeholders. LHJs were listed from highest to lowest morbidity and the LHJs that comprised 95% of the California early syphilis and/or congenital syphilis morbidity in 2019 were identified as eligible.

**Number of Grantees:** Effective FY 2022-23, twenty-three (23) currently funded LHJs will receive increases to their STD Prevention and Collaboration Grant funding and seven (7) LHJs will receive these grants for the first time, bringing the total number of LHJs receiving STD Prevention and Collaboration grants to 30 (see attached Excel file, **STD Funding Summary, July 2022**, for totals).



**Funding Formula:** An updated allocation formula was developed in collaboration with CHEAC, CCLHO, and other stakeholders. Formula inputs were based on 2020 Department of Finance data and are as follows: 50 percent based on population, 25 percent based on population in poverty, and 25 percent based on population by race/ethnicity (Black/African American, Native American/Alaska Native, and Hispanic/Latinx). Inclusion of racial/ethnic groups was determined by disproportionate rates or high case counts of early syphilis or congenital syphilis. This funding formula was updated from the original formula and will be applied to the full amount of the grant starting July 1, 2022.

**Timeline:** CDPH anticipates issuing grant guidance to LHJs by the end of July 2022.

**Additional Details:**

- Fifty percent of these funds must be allocated to or used by LHJs to support activities in partnership with community-based organizations or non-profit health care providers.
- Funding must be encumbered or expended within the fiscal year being allocated.
- Effective July 1, 2022, eligible uses expanded to include innovative and impactful activities such as integrated services for STIs, viral hepatitis, HIV, and drug overdose and material support including but not limited to sleeping bags, tarps, shelter, clothing items, and hygiene kits. A more detailed memo will be sent to LHJs on these changes by the end of July 2022.
- Allows CDPH to use funds to support capacity building assistance.

**Contact Information:** LHJs will receive detailed letters describing their LHJ-specific allocation amounts and new flexibilities in the use of STD Prevention and Collaboration grant funds soon. Communications will be shared with CHEAC and CCLHO distribution lists in addition to other key stakeholders. For questions related to these funding streams, please feel free to reach out to Rachel Piper at [Rachel.Piper@cdph.ca.gov](mailto:Rachel.Piper@cdph.ca.gov) and Orlanda Tafolla at [Orlanda.Tafolla@cdph.ca.gov](mailto:Orlanda.Tafolla@cdph.ca.gov).

### III. Syphilis Outbreak Response

The 2022 Budget Act includes additional General Fund to support innovative and impactful syphilis and congenital syphilis prevention and control activities in eight specified LHJs. These grants will be separate from the STD Prevention and Collaboration grants described above.

**Funding:** \$9 million, to be expended or encumbered by June 30, 2027.

**Eligible Entities:** Eight LHJs will receive funds to support innovative and impactful syphilis and congenital syphilis prevention and control activities in FY 2022-23, as defined in the 2022 Budget Act: Fresno, Kern, Los Angeles, Orange, San Bernardino, San Diego, San Francisco, and San Joaquin.

**Funding Formula:** The 2022 Budget Act specified funds must be allocated based on early syphilis and congenital syphilis morbidity, with 60 percent of funds based on early syphilis and 40 percent of funds based on congenital syphilis. For this reason, the funding formula for the syphilis outbreak response funds will be separate from the funding formula for the STD Prevention and Collaboration grant funds described above.

**Timeline:** CDPH anticipates releasing funding materials by December 2022.

**Additional Details:**



- Funds must be used to support innovative and impactful syphilis and congenital syphilis prevention and control activities with a focus on populations as determined by local or regional syphilis or congenital syphilis epidemiology
- Funds must be used to supplement and not supplant existing resources

**Contact Information:** On July 26,2022, the STD Control Branch will meet with LHJs receiving syphilis outbreak response grants to consult on the funding and discuss potential grant activities. Communications will be shared with CHEAC and CCLHO distribution lists in addition to other key stakeholders. For questions related to these funding streams, please feel free to reach out to Rachel Piper at [Rachel.Piper@cdph.ca.gov](mailto:Rachel.Piper@cdph.ca.gov) and Orlanda Tafolla at [Orlanda.Tafolla@cdph.ca.gov](mailto:Orlanda.Tafolla@cdph.ca.gov).

#### IV. Hepatitis B

The 2022 Budget Act includes General Fund resources to establish demonstration projects to allow for innovative, evidence-informed approaches to improve the health and wellbeing of vulnerable underserved Californians living with or at risk of hepatitis B (HBV) infection.

**Funding:** \$2.7 million for local assistance, awarded on a competitive basis.

**Eligible Entities:** Any entity in California that demonstrates experience and expertise in providing culturally appropriate services to the most vulnerable and underserved Californians living with or at risk of HBV. Applications will be evaluated based on need in the geographic area, population served, competency of the entity applying and program design.

**Allocation Methodology:** This funding will be allocated on a competitive basis through the Request for Application (RFA) process.

**Timeline:** CDPH anticipates releasing the RFA by December 2022; funding available until June 30, 2027.

#### Additional Details:

- Demonstration projects must be informed by a landscape analysis conducted by CDPH on existing HBV outreach, screening, and linkages to and retention in care efforts
- The CDPH landscape analysis must include an assessment of current efforts and needs to serve the most vulnerable and underserved populations living with or at risk for HBV infections
- Demonstration projects shall include an evaluation component

**Attachment: LHJ STD Funding Summary, July 2022 (Excel File)**

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	Health – Communicable Disease Clinic	Contractual Services		411300/ 400500	92047	61,846
General	Health – Communicable Disease Clinic	Special Departmental		411300/ 400500	92063	61,846
<b>TOTAL</b>						<b>123,692</b>

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Communicable Disease Clinic	St Aid – STD Program Mgmt		411300/ 400500	85135	123,692
<b>TOTAL</b>						<b>123,692</b>

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
<b>TOTAL</b>						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
<b>TOTAL</b>						

Explanation: The California Department of Public Health (CDPH), Sexually Transmitted Diseases (STD) Control Branch has allocated an additional \$22,355 in Fiscal Year 2021-22 (to be rolled into FY 2022-23) and an additional \$102,337 in Fiscal Year 2022-23 for an overall increase in Fiscal Year 2022-23 of \$123,692 to the Kings County Department of Public Health (KCDPH) budget unit 411300.

Auditor Approval \_\_\_\_\_ Department Head  \_\_\_\_\_  
 CAO Approval \_\_\_\_\_ Board Approval \_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Department of Public Health-Rose Mary Rahn/Heather Silva  
**SUBJECT:** HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE PROGRAM  
PLAN AND BUDGET FOR FISCAL YEAR 2022-2023

### **SUMMARY:**

#### **Overview:**

The Kings County Department of Public Health is requesting approval for the Health Care Program for Children in Foster Care Program Plan and Budget. Funding for these services is allocated annually by the State, and Board approval is required for acceptance.

#### **Recommendation:**

- a. Approve the Health Care Program for Children in Foster Care Program Plan and Budget retroactively effective for Fiscal Year 2022-2023;
- b. Adopt the budget change. (4/5 vote required)

#### **Fiscal Impact:**

The combined state and federal allocation for Fiscal Year 2022-2023 for the Health Care Program for Children in Foster Care program is up to \$341,574 with a submitted budget of \$298,204. Fiscal Year 2022-2023 approved county budget includes the combined state and federal revenue of \$293,941. This will decrease the use of Health Realignment by \$4,263 under budget unit 419000.

### **BACKGROUND:**

The Health Care Program for Children in Foster Care (HPCFC) program serves a caseload of about 500 foster children in Kings County. The nurses assigned to this program work collaboratively with the Human Services

(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**

### **HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE PLAN AND BUDGET FOR FISCAL YEAR 2022-2023**

**September 13, 2022**

**Page 2 of 2**

Agency Child Welfare program social workers. The local HCPCFC Public Health Nurses (PHNs) ensure that the preventative health needs of foster children and youth are met, and act as consultants to social workers and probation officers for the medical needs of the child. Duties include the monitoring and oversight of psychotropic medication for foster care children and children in group homes, which requires the oversight of three HCPCFC PHNs. Preventative physicals for foster children and youth are given by the 19 Child Health and Disability Prevention (CHDP) providers in Kings County. The budgets that were formulated for this program do not necessarily reflect the entire allocation, as the funding may be based on caseload, the breakdown of Medi-Cal vs. non-Medi-Cal clients, and other funding directives set by the State.

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



MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



GAVIN NEWSOM  
GOVERNOR

**DATE:** June 22<sup>nd</sup>, 2022

**HPCFC Program Letter No.: 22-01**

**TO:** Health Care Program for Children in Foster Care Program Administrators and  
Department of Health Care Services Staff

**SUBJECT:** Fiscal Year 2022-2023 Allocation for the Health Care Program for Children  
in Foster Care

The purpose of this letter is to provide Health Care Programs for Children in Foster Care (HPCFC) with their individual Fiscal Year (FY) 2022-2023 State General Fund (SGF) allocations. Detailed plan and budget information may be found in the Integrated Systems of Care Division (ISCD) Plan and Fiscal Guidelines (PFG).

This program letter serves as each local program's approved state HPCFC administrative budget and enables each local program to use this letter to develop its budget. There will be no budget approval letters issued from ISCD. Local programs that have previously utilized budget approval letters to submit to the county's authorized personnel will be able to utilize the attached allocation notice as documentation and verification of the SGF allocated. Each local program remains responsible for overseeing and tracking its administrative budget expenditures. Each local program is authorized to spend up to the amount designated in the attached funding allocation table.

Acceptance of allocated funds constitutes an agreement that the receiving local program and its agency will comply with all federal and state requirements pertaining to the HPCFC program and adhere to all applicable policies and procedures set forth by the Department of Health Care Services.

Periodically, the federal program responsible for oversight of the Medicaid program and related state administrative expenditures, will conduct programmatic audits. Finding of a federal audit exception and subsequent liability for repayment of federal Medicaid funds related to the HPCFC program audit exception, are the exclusive and sole responsibility of each local program.

HCPCFC programs must maintain an audit file. At a minimum this audit file should include:

1. Documentation on required time studies, performed during one or more representative months of the fiscal quarter for each budgeted position claimed under Federal Financial Participation (FFP).
2. Documentation in support of training and travel costs and other claimed operational expenditures.
3. Documentation in support of claimed internal and external overhead costs.

Counties should maintain and be able to produce the audit file to State and Federal regulators within seven (7) calendar days of a request.

### **Reporting Procedures**

PFG required plan and budget reporting must be submitted electronically to the [ISCD Budget Portal](#), no later than 60 days from July 1st, 2022. In FY 2022-2023 Child Health and Disability Prevention, California Children's Services, and HCPCFC plan and budget reporting will be submitted individually. Local programs should submit their completed FY 2022-2023 HCPCFC Plan and Budget Reporting Package to the [ISCD Budget Portal](#), utilizing the reporting templates attached to this letter, as two documents:

1. One PDF document, which includes all indicated signatures.  
and
2. One Excel workbook, as provided in Attachment 4B.

### **Contact Information**

Requests for current ISCD PFG, programmatic guidance, and clarification of reporting requirements may be directed to the central program inbox: [HCPCFC@dhcs.ca.gov](mailto:HCPCFC@dhcs.ca.gov). Questions regarding the ISCD Budget Portal may be directed to: [dhcsscdadmin@dhcs.ca.gov](mailto:dhcsscdadmin@dhcs.ca.gov).

Sincerely,

**ORIGINAL SIGNED BY JOSEPH BILLINGSLEY**

Joseph Billingsley, Assistant Deputy Director  
Integrated Systems of Care Division

Attachments:

1. [HCPCFC Base Allocation Table](#)
2. [HCPCFC Psychotropic Medication Monitoring and Oversight Allocation Table](#)
3. [HCPCFC Caseload Relief Allocation Table](#)
4. [HCPCFC FY 2022-23 Plan and Budget Reporting Package](#)
  - A. HCPCFC FY 2022-23 Reporting Checklist & Certification Statement
  - B. HCPCFC FY 2022-23 Plan and Budget Reporting Workbook
5. [HCPCFC FY 2022-23 Optional Quarterly Reporting Workbook](#)
6. [HCPCFC FY 2022-23 Quarterly Invoice Workbook](#)



**Attachment 1**

<b>Health Care Program For Children in Foster Care Base Allocation (07/01/2022 through 06/30/2023)</b>				
<b>Co/City No.</b>	<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
1	Alameda	\$169,519	\$508,557	\$678,076
2	Alpine	\$0	\$0	\$0
3	Amador	\$9,039	\$27,116	\$36,154
4	Butte	\$66,707	\$200,122	\$266,830
5	Calaveras	\$10,201	\$30,603	\$40,805
6	Colusa	\$7,176	\$21,527	\$28,703
7	Contra Costa	\$97,386	\$292,158	\$389,543
8	Del Norte	\$15,914	\$47,743	\$63,657
9	El Dorado	\$23,953	\$71,858	\$95,811
10	Fresno	\$380,317	\$1,140,952	\$1,521,270
11	Glenn	\$9,626	\$28,878	\$38,504
12	Humboldt	\$58,256	\$174,769	\$233,026
13	Imperial	\$57,594	\$172,782	\$230,376
14	Inyo	\$3,000	\$9,000	\$12,000
15	Kern	\$274,143	\$822,429	\$1,096,573
16	Kings	\$53,906	\$161,718	\$215,624
17	Lake	\$13,139	\$39,417	\$52,556
18	Lassen	\$10,214	\$30,641	\$40,855
19	Los Angeles	\$3,098,321	\$9,294,963	\$12,393,284
20	Madera	\$42,930	\$128,789	\$171,719
21	Marin	\$13,289	\$39,867	\$53,156
22	Mariposa	\$3,000	\$9,000	\$12,000
23	Mendocino	\$34,604	\$103,812	\$138,415
24	Merced	\$79,846	\$239,539	\$319,386
25	Modoc	\$3,238	\$9,714	\$12,951
26	Mono	\$3,000	\$9,000	\$12,000
27	Monterey	\$35,166	\$105,499	\$140,666
28	Napa	\$16,377	\$49,130	\$65,507
29	Nevada	\$8,976	\$26,928	\$35,904
30	Orange	\$371,316	\$1,113,949	\$1,485,266
31	Placer	\$27,616	\$82,847	\$110,462
32	Plumas	\$6,263	\$18,790	\$25,053
33	Riverside	\$453,051	\$1,359,152	\$1,812,202
34	Sacramento	\$257,741	\$773,224	\$1,030,965
35	San Benito	\$4,838	\$14,514	\$19,352
36	San Bernardino	\$852,895	\$2,558,685	\$3,411,580



<b>Health Care Program For Children in Foster Care Base Allocation (07/01/2022 through 06/30/2023)</b>				
<b>Co/City No.</b>	<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
37	San Diego	\$332,862	\$998,586	\$1,331,448
38	San Francisco	\$103,924	\$311,772	\$415,696
39	San Joaquin	\$176,770	\$530,309	\$707,079
40	San Luis Obispo	\$41,242	\$123,726	\$164,968
41	San Mateo	\$24,640	\$73,921	\$98,561
42	Santa Barbara	\$68,020	\$204,060	\$272,080
43	Santa Clara	\$142,553	\$427,660	\$570,214
44	Santa Cruz	\$22,578	\$67,733	\$90,310
45	Shasta	\$55,881	\$167,644	\$223,525
46	Sierra	\$3,000	\$9,000	\$12,000
47	Siskiyou	\$13,464	\$40,392	\$53,856
48	Solano	\$62,744	\$188,233	\$250,978
49	Sonoma	\$71,195	\$213,586	\$284,782
50	Stanislaus	\$101,386	\$304,159	\$405,545
51	Sutter	\$15,102	\$45,305	\$60,407
52	Tehama	\$17,652	\$52,956	\$70,608
53	Trinity	\$5,513	\$16,539	\$22,052
54	Tulare	\$140,503	\$421,510	\$562,013
55	Tuolumne	\$16,989	\$50,968	\$67,958
56	Ventura	\$88,585	\$265,755	\$354,340
57	Yolo	\$59,544	\$178,632	\$238,177
58	Yuba	\$28,016	\$84,047	\$112,062
59	City of Berkeley	\$5,851	\$17,552	\$23,403
<b>Total</b>		<b>\$8,170,573</b>	<b>\$24,511,719</b>	<b>\$32,682,292</b>

**Attachment 2**

<b>Health Care Program For Children in Foster Care                      Psychotropic Medication Monitoring and Oversight Allocation                      (07/01/2022 through 06/30/2023)</b>				
<b>Co/City No.</b>	<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
1	Alameda	\$40,795	\$122,386	\$163,181
2	Alpine	\$3,659	\$10,975	\$14,634
3	Amador	\$3,659	\$10,975	\$14,634
4	Butte	\$18,293	\$54,878	\$73,171
5	Calaveras	\$3,659	\$10,975	\$14,634
6	Colusa	\$3,659	\$10,975	\$14,634
7	Contra Costa	\$36,585	\$109,756	\$146,341
8	Del Norte	\$3,659	\$10,975	\$14,634
9	El Dorado	\$10,976	\$32,926	\$43,902
10	Fresno	\$54,878	\$164,634	\$219,512
11	Glenn	\$3,659	\$10,975	\$14,634
12	Humboldt	\$7,317	\$21,951	\$29,268
13	Imperial	\$14,634	\$43,903	\$58,537
14	Inyo	\$3,659	\$10,975	\$14,634
15	Kern	\$40,244	\$120,732	\$160,976
16	Kings	\$7,317	\$21,951	\$29,268
17	Lake	\$7,317	\$21,951	\$29,268
18	Lassen	\$3,659	\$10,975	\$14,634
19	Los Angeles	\$526,829	\$1,580,488	\$2,107,317
20	Madera	\$3,659	\$10,975	\$14,634
21	Marin	\$3,659	\$10,975	\$14,634
22	Mariposa	\$3,659	\$10,975	\$14,634
23	Mendocino	\$10,976	\$32,926	\$43,902
24	Merced	\$10,976	\$32,926	\$43,902
25	Modoc	\$3,659	\$10,975	\$14,634
26	Mono	\$3,659	\$10,975	\$14,634
27	Monterey	\$14,634	\$43,903	\$58,537
28	Napa	\$3,659	\$10,975	\$14,634
29	Nevada	\$3,659	\$10,975	\$14,634
30	Orange	\$47,561	\$142,683	\$190,244
31	Placer	\$7,317	\$21,951	\$29,268
32	Plumas	\$3,659	\$10,975	\$14,634
33	Riverside	\$102,439	\$307,317	\$409,756
34	Sacramento	\$73,171	\$219,512	\$292,683
35	San Benito	\$3,659	\$10,975	\$14,634
36	San Bernardino	\$142,683	\$428,049	\$570,732

<b>Health Care Program For Children in Foster Care                      Psychotropic Medication Monitoring and Oversight Allocation                      (07/01/2022 through 06/30/2023)</b>				
<b>Co/City No.</b>	<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
37	San Diego	\$80,488	\$241,463	\$321,951
38	San Francisco	\$25,610	\$76,829	\$102,439
39	San Joaquin	\$51,220	\$153,658	\$204,878
40	San Luis Obispo	\$14,634	\$43,903	\$58,537
41	San Mateo	\$10,976	\$32,926	\$43,902
42	Santa Barbara	\$14,634	\$43,903	\$58,537
43	Santa Clara	\$36,585	\$109,756	\$146,341
44	Santa Cruz	\$7,317	\$21,951	\$29,268
45	Shasta	\$14,634	\$43,903	\$58,537
46	Sierra	\$3,658	\$10,976	\$14,634
47	Siskiyou	\$3,658	\$10,976	\$14,634
48	Solano	\$10,975	\$32,927	\$43,902
49	Sonoma	\$18,292	\$54,879	\$73,171
50	Stanislaus	\$29,267	\$87,806	\$117,073
51	Sutter	\$7,316	\$21,952	\$29,268
52	Tehama	\$3,658	\$10,976	\$14,634
53	Trinity	\$3,658	\$10,976	\$14,634
54	Tulare	\$21,951	\$65,855	\$87,806
55	Tuolumne	\$3,658	\$10,977	\$14,635
56	Ventura	\$25,609	\$76,831	\$102,440
57	Yolo	\$14,634	\$43,904	\$58,538
58	Yuba	\$7,316	\$21,953	\$29,269
59	City of Berkeley	\$3,107	\$9,322	\$12,429
<b>Total</b>		<b>\$1,650,000</b>	<b>\$4,950,000</b>	<b>\$6,600,000</b>

**Attachment 3**

<b>Health Care Program For Children in Foster Care                      Caseload Relief Allocation                      (07/01/2022 through 06/30/2023)</b>				
<b>Co/City No.</b>	<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
1	Alameda	\$97,126	\$291,374	\$388,500
2	Alpine	\$0	\$0	\$0
3	Amador	\$3,996	\$11,989	\$15,985
4	Butte	\$36,351	\$109,051	\$145,402
5	Calaveras	\$5,836	\$17,509	\$23,345
6	Colusa	\$3,172	\$9,516	\$12,688
7	Contra Costa	\$67,880	\$203,639	\$271,519
8	Del Norte	\$4,821	\$14,464	\$19,285
9	El Dorado	\$19,095	\$57,285	\$76,380
10	Fresno	\$133,095	\$399,283	\$532,378
11	Glenn	\$5,075	\$15,226	\$20,301
12	Humboldt	\$23,346	\$70,036	\$93,382
13	Imperial	\$28,611	\$85,832	\$114,443
14	Inyo	\$1,161	\$3,483	\$4,644
15	Kern	\$109,940	\$329,818	\$439,758
16	Kings	\$24,171	\$72,511	\$96,682
17	Lake	\$10,341	\$31,021	\$41,362
18	Lassen	\$4,314	\$12,942	\$17,256
19	Los Angeles	\$1,389,880	\$4,169,636	\$5,559,516
20	Madera	\$21,125	\$63,376	\$84,501
21	Marin	\$5,963	\$17,890	\$23,853
22	Mariposa	\$1,903	\$5,710	\$7,613
23	Mendocino	\$17,318	\$51,956	\$69,274
24	Merced	\$33,495	\$100,487	\$133,982
25	Modoc	\$963	\$2,889	\$3,852
26	Mono	\$0	\$0	\$0
27	Monterey	\$27,659	\$82,978	\$110,637
28	Napa	\$8,310	\$24,932	\$33,242
29	Nevada	\$3,996	\$11,989	\$15,985
30	Orange	\$150,604	\$451,810	\$602,414
31	Placer	\$14,211	\$42,632	\$56,843
32	Plumas	\$3,172	\$9,516	\$12,688

<b>Health Care Program For Children in Foster Care                      Caseload Relief Allocation                      (07/01/2022 through 06/30/2023)</b>				
<b>Co/City No.</b>	<b>County/City</b>	<b>State General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
33	Riverside	\$219,497	\$658,493	\$877,990
34	Sacramento	\$151,429	\$454,285	\$605,714
35	San Benito	\$3,679	\$11,038	\$14,717
36	San Bernardino	\$381,013	\$1,143,039	\$1,524,052
37	San Diego	\$173,441	\$520,324	\$693,765
38	San Francisco	\$57,856	\$173,568	\$231,424
39	San Joaquin	\$98,139	\$294,419	\$392,558
40	San Luis Obispo	\$26,328	\$78,981	\$105,309
41	San Mateo	\$18,206	\$54,621	\$72,827
42	Santa Barbara	\$28,357	\$85,071	\$113,428
43	Santa Clara	\$74,668	\$224,002	\$298,670
44	Santa Cruz	\$17,382	\$52,147	\$69,529
45	Shasta	\$28,166	\$84,500	\$112,666
46	Sierra	\$0	\$0	\$0
47	Siskiyou	\$6,725	\$20,174	\$26,899
48	Solano	\$27,469	\$82,407	\$109,876
49	Sonoma	\$33,433	\$100,297	\$133,730
50	Stanislaus	\$48,214	\$144,641	\$192,855
51	Sutter	\$11,102	\$33,305	\$44,407
52	Tehama	\$13,830	\$41,489	\$55,319
53	Trinity	\$3,299	\$9,896	\$13,195
54	Tulare	\$67,371	\$202,115	\$269,486
55	Tuolumne	\$6,660	\$19,983	\$26,643
56	Ventura	\$53,606	\$160,818	\$214,424
57	Yolo	\$27,216	\$81,647	\$108,863
58	Yuba	\$13,701	\$41,109	\$54,810
59	City of Berkeley	\$2,283	\$6,851	\$9,134
<b>Total</b>		<b>\$3,850,000</b>	<b>\$11,550,000</b>	<b>\$15,400,000</b>

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
					<b>TOTAL</b>	
Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	Health - Child Health & Disability	Foster Care/St Aid - CHDPP Admin		419000/ 415600	85022	\$3,774
GENERAL	Health - Child Health & Disability	Foster Care /Intergovtl Rev-Fed Grant		419000/ 415600	86037	\$1,619
GENERAL	Health - Child Health & Disability	Foster Care /St Aid-MV Realignment		419000/ 415600	85002	(\$5,393)
GENERAL	Health - Child Health & Disability	HCPCFC Relief/St Aid - CHDPP ADMIN		419000/ 415800	85022	\$516
GENERAL	Health - Child Health & Disability	HCPCFC Relief/Intergovtl Rev-Fed Grant		419000/ 415800	86037	(\$2,290)
GENERAL	Health - Child Health & Disability	HCPCFC Relief/St Aid-MV Realignment		419000/ 415800	85002	\$1,774
GENERAL	Health - Child Health & Disability	HCPCFC Psych Meds/St Aid - CHDPP ADMIN		419000/ 419400	85022	\$161
GENERAL	Health - Child Health & Disability	HCPCFC Psych Meds /Intergovtl Rev-Fed Grant		419000/ 419400	86037	\$483
GENERAL	Health - Child Health & Disability	HCPCFC Psych Meds/St Aid-MV Realignment		419000/ 419400	85002	(\$644)
					<b>TOTAL</b>	<b>\$0</b>

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					<b>TOTAL</b>	
Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
					<b>TOTAL</b>	

Explanation: FY 2022-23 county budget included HCPCFC total state revenue of \$80,178 and federal revenue of \$213,763. The HCPCFC grant budgets total state revenue of \$84,629 and federal revenue of \$213,575 results in an overall increase in state revenue of \$4,451 and decrease in federal revenue of \$188. This will decrease in the use of Health Realignment in the amount of \$4,263 under budget unit 419000.

Auditor Approval \_\_\_\_\_

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



CAO Approval \_\_\_\_\_

Board Approval \_\_\_\_\_

h:\admin\admin\forms\budgtran1.doc







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

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

**SUBJECT:** CHILD HEALTH AND DISABILITY PREVENTION PROGRAM PLAN AND BUDGET FOR FISCAL YEAR 2022-2023

### **SUMMARY:**

#### **Overview:**

The Kings County Department of Public Health is requesting approval for the Child Health and Disability Prevention program Plan and Budget. Funding for these services is allocated annually by the State, and Board approval is required for acceptance.

#### **Recommendation:**

- a. Approve the Child Health and Disability Prevention Program Plan and Budget retroactively for Fiscal Year 2022-2023.
- b. Adopt the budget change. (4/5 vote required)

#### **Fiscal Impact:**

The combined state and federal allocation amount for Fiscal Year 2022-2023 budget for the Child Health and Disability Prevention program is \$384,680. Fiscal Year 2022-2023 approved county budget included state revenue of \$143,640 and federal revenue of \$194,375. Program allotment results in reduction in state revenue of \$38,549 and federal revenue of \$72,617. This will increase the use of Health Realignment in the amount of \$111,166 under budget unit 419000.

### **BACKGROUND:**

The Child Health and Disability Prevention Program (CHDP) provides access to preventative health assessments for low-income children and youth, with the goal of early detection, diagnosis and treatment of disease and disability. These health assessments are completed by providers who meet the guidelines and have been approved by the local CHDP program. There are currently 19 approved CHDP providers in Kings County.

(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**

### **CHILD HEALTH AND DISABILITY PREVENTION PLAN AND BUDGET FOR FISCAL YEAR 2022-2023**

**September 13, 2022**

**Page 2 of 2**

The local CHDP program is tasked with provider recruitment, training, and monitoring, to ensure preventative screenings are done according to CHDP standards. Local program responsibilities also include informing and linking eligible populations and families to CHDP preventative services, providing medical case management of the pediatric fee-for-service Medi-Cal population, preventative dental education for the pediatric Medi-Cal population and dental case management follow up, when needed. The budget that was formulated for this program does not necessarily reflect the entire allocation, as the funding may be based on caseload, the breakdown of Medi-Cal vs. non-Medi-Cal clients, and other funding directives set by the State.

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



State of California—Health and Human Services Agency  
 Department of Health Care Services



MICHELLE BAASS  
 DIRECTOR

GAVIN NEWSOM  
 GOVERNOR

Child Health and Disability Prevention Program  
 Plan and Budget Reporting Checklist

County/City: Kings		Fiscal Year: 2022-23	Page Number
1.	CHDP Plan and Budget Reporting Checklist		1
2.	CHDP Certification Statement		2
3.	CHDP Organizational Chart		3
4.	CHDP New or Revise Memorandum of Understanding and Inter-agency Agreements		N/A
5.	If Applicable:		
	a. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)		N/A
	b. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)		N/A
	c. Property Survey Report Form (STD 152)		N/A
6.	CHDP Plan and Budget Reporting Spreadsheet		
	a. Agency Information Sheet		4
	b. CHDP Memorandum of Understanding and Inter-agency Agreement List		5
	c. CHDP Incumbent List		6
	d. CHDP Budget		
	i. CHDP Administrative Budget		
	– Summary and Worksheet		7-8
	– Budget Narrative		9
	ii. Optional County/City - Federal Match Budget		
	– Summary and Worksheet		N/A
	– Budget Narrative		N/A

*All items listed here should be submitted to the ISCD Budget Portal as one signed PDF document. In addition, Excel worksheet components of this reporting package should also be submitted as one document. Detailed instruction for each item listed can be found in the Integrated Systems of Care Division Plan and Fiscal Guidelines.*



State of California—Health and Human Services Agency  
Department of Health Care Services



MICHELLE BAASS  
DIRECTOR

GAVIN NEWSOM  
GOVERNOR

**Child Health and Disability Prevention Program  
Certification Statement**

**County/City:** Kings

**Fiscal Year:** 2022-23

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

---

Signature of CHDP Director/Deputy Director

Date Signed

---

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

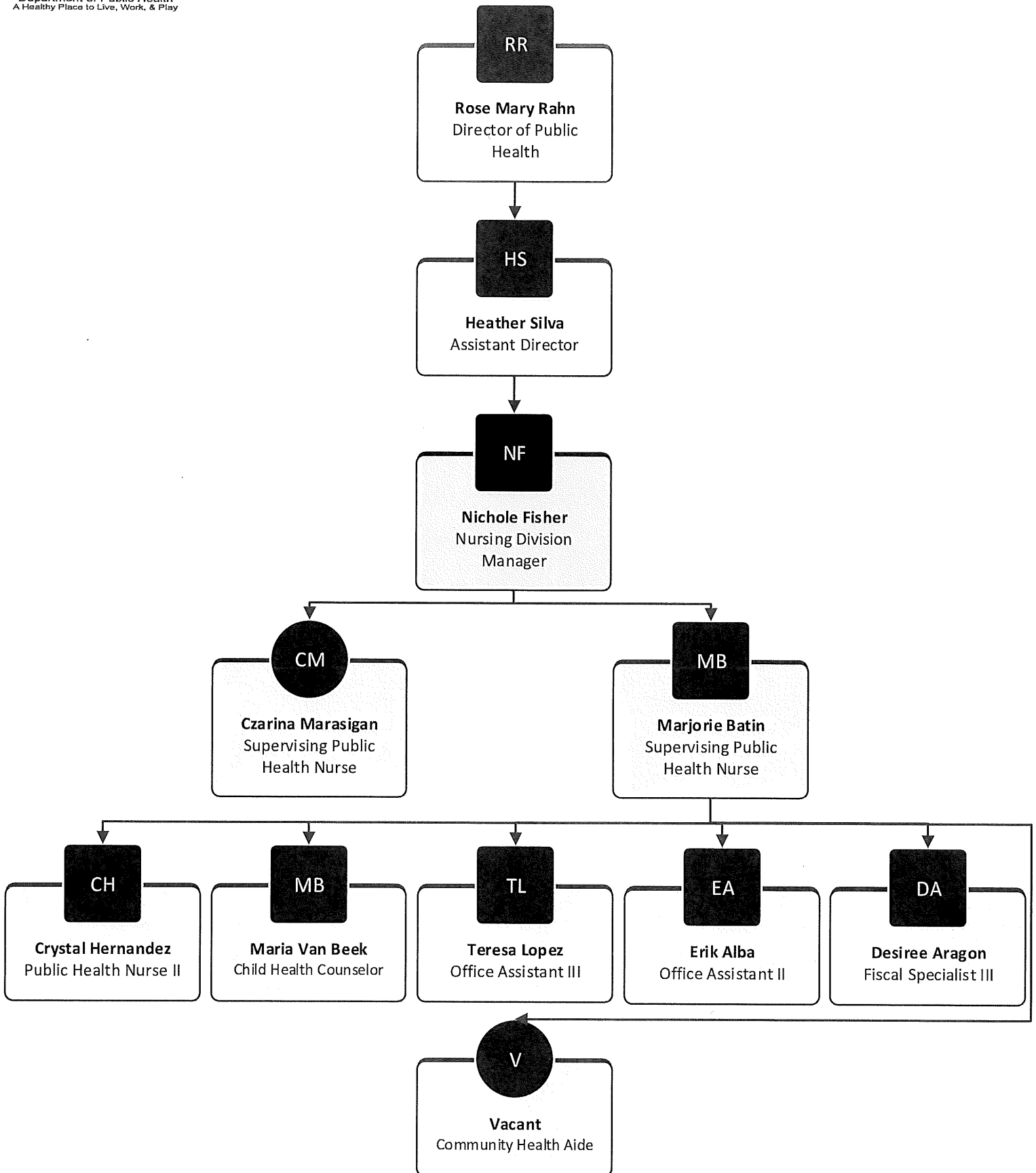
---

Signature of Local Governing Body Chairperson

Date Signed



# CHDP Organizational Chart





MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**

**Child Health and Disability Prevention  
Agency Information**



GAVIN NEWSOM  
GOVERNOR

<b>County/City:</b>	Kings	<b>Fiscal Year:</b>	2022-23
<b>Official Agency</b>			
Street Address:	330 Campus Drive	Health Officer:	Milton Teske, M.D.
City:	Hanford	Local CHDP	
Zip Code:	93230	Central Inbox:	N/A
<b>CMS Director (if applicable)</b>			
Name:	_____	Street Address:	_____
Phone:	_____	City:	_____
Email:	_____	Zip Code:	_____
<b>CHDP Director</b>			
Name:	Milton Teske, M.D.	Street Address:	330 Campus Drive
Phone:	(559) 852-2876	City:	Hanford
Email:	Milton.Teske@co.kings.ca.us	Zip Code:	93230
<b>CHDP Deputy Director</b>			
Name:	Marjorie Batin	Street Address:	330 Campus Drive
Phone:	(559) 852-4532	City:	Hanford
Email:	Marjorie.Batin@co.kings.ca.us	Zip Code:	93230
<b>Clerk of the Board of Supervisors or City Council</b>			
Name:	Catherine Venturella	Street Address:	1400 W. Lacey Blvd.
Phone:	(559) 852-2362	City:	Hanford
Email:	Catherine.Venturella@co.king	Zip Code:	93230



MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



GAVIN NEWSOM  
GOVERNOR

Child Health and Disability Prevention  
Memoranda of Understanding/Interagency Agreement List

<b>County/City:</b> Kings	<b>Fiscal Year:</b> 2022-23
---------------------------	-----------------------------

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IA) pertaining to the Child Health and Disability Prevention.

	Title or Name of MOU/IA	Name of Partner Entity	Date Last Renewed
1	MOU-KCDPH and HSA and Probation	Kings County-Human Services Agency/Probation	6/29/2021
2	MOU-KCDPH/CHDP and KCAO (Migrant/Head Start)	Kings Community Action Organization, Region IX	6/29/2021
3			
4			
5			
6			
7			
8			
9			
10			
	<i>(Insert additional rows as needed)</i>		



MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**

**Child Health and Disability Prevention  
Incumbent List**



GAVIN NEWSOM  
GOVERNOR

<b>County/City:</b>	Kings	<b>Fiscal Year:</b>	2022-23
---------------------	-------	---------------------	---------

**List all Child Health and Disability Prevention staff.**

*Please include applicable vacant positions, including title.*

	Name	Title	Email Address	Other Programs (with FTE % each)
1	Marjorie Batin	SPHN, CHDP Deputy Dir.	Marjorie.Batin@co.kings.ca.us	CCS 60%, LOHP 15%
2	Crystal Hernandez	PHN II	Crystal.Hernandez@co.kings.ca.us	MCAH 70%
3	Maria Van Beek	CHC	Maria.Vanbeek@co.kings.ca.us	N/A
4	Erik Alba	OA II	Erik.Alba@co.kings.ca.us	FN 10%, ELC 50%, LOHP 20%, CCS 5%
5	Terry Lopez	OA III	Teresa.Lopez@co.kings.ca.us	CCS 15%,
6	Desiree Aragon	FS III	Desiree.Aragon@co.kings.ca.us	Various, via Fiscal
7	Nichole Fisher	Nursing Division Manager	Nichole.Fisher@co.kings.ca.us	All Nursing Division 90%
8	Vacant	Community Health Aid		Other Department programs 95%
9				
10				
	<i>(Insert additional lines as needed)</i>			





MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services

Child Health and Disability Prevention  
Budget Worksheet



GAVIN NEWSOM  
GOVERNOR

State/Federal Funding Source: Kings Fiscal Year: 2022-23

Column	1A	1B	1	4A	4	5A	5	2A	2	3A	3
Category/Line Item	Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)	CHDP %	Total CHDP Budget	Medi-Cal %	Total Medi-Cal Budget
<b>I. Personnel Expenses</b>											
# Name											
1 Marjorie Batin, SPHN	25%	\$105,984	\$26,491	4%	\$1,060	96%	\$25,431	0%	\$0	100%	\$26,491
2 Crystal Hernandez, PHN II	30%	\$85,966	\$25,790	85%	\$21,921	15%	\$3,868	0%	\$0	100%	\$25,790
3 Maria Van Beek, CHC	80%	\$44,988	\$35,990		\$0	100%	\$35,990	0%	\$0	100%	\$35,990
4 Erik Alba, OA II	15%	\$35,239	\$5,286		\$0	100%	\$5,286	0%	\$0	100%	\$5,286
5 Terry Lopez, OA III	15%	\$46,596	\$6,989		\$0	100%	\$6,989	0%	\$0	100%	\$6,989
6 Desiree Aragon, FS III	15%	\$70,428	\$10,564		\$0	100%	\$10,564	0%	\$0	100%	\$10,564
7 Nichole Fisher, NDM	10%	\$123,600	\$12,360	4%	\$494	96%	\$11,866	0%	\$0	100%	\$12,360
8 Vacant, CHA	5%	\$34,548	\$1,727		\$0	100%	\$1,727	0%	\$0	100%	\$1,727
9		\$0	\$0		\$0	100%	\$0				
10		\$0	\$0		\$0	100%	\$0				
<i>(insert additional rows as needed)</i>											
Total Salaries and Wages			\$125,198		\$23,475		\$101,723		\$0		\$125,198
Less Salary Savings			\$0		\$0		\$0		\$0		\$0
Net Salaries and Wages			\$125,198		\$23,475		\$101,723		\$0		\$125,198
Staff Benefits (Specify %)	42%		\$52,583		\$9,860		\$42,724		\$0		\$52,583
<b>I. Total Personnel Expenses</b>			<b>\$177,781</b>		<b>\$33,335</b>		<b>\$144,447</b>		<b>\$0</b>		<b>\$177,781</b>
<b>II. Operating Expenses (List in Narrative)</b>											
<b>II. Total Operating Expenses</b>			<b>\$22,400</b>		<b>\$0</b>		<b>\$22,400</b>		<b>\$0</b>		<b>\$22,400</b>
<b>III. Capital Expenses (List in Narrative)</b>											
<b>III. Total Capital Expenses</b>			<b>\$0</b>				<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>IV. Indirect Expenses</b>											
1. Internal (Specify %)	15%		\$26,667				\$26,667		\$0		\$26,667
2. External (Specify %)	0%		\$0				\$0		\$0		\$0
<b>IV. Total Indirect Expenses</b>			<b>\$26,667</b>				<b>\$26,667</b>		<b>\$0</b>		<b>\$26,667</b>
<b>V. Other Expenses</b>											
<b>V. Total Other Expenses</b>			<b>\$0</b>				<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>Budget Grand Total</b>			<b>\$226,848</b>		<b>\$33,335</b>		<b>\$193,514</b>		<b>\$0</b>		<b>\$226,848</b>

Prepared By: Sign \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Marjorie Batin, SF CHDP Deputy Director  
 Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Rose Mary Rahn, Public Health Director  
 Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized CHDP Program Representative: Sign \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 RoseMary.Rahn@co.kings.ca.us  
 Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Marjorie.Batin@co.kings.ca.us  
 Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 RoseMary.Rahn@co.kings.ca.us  
 Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.



State of California—Health and Human Services Agency  
 Department of Health Care Services  
 Child Health and Disability Prevention  
 Budget Summaries



County/City:	Kings		Fiscal Year:		2022-23			
Funding Source:	Base				County/City-Federal			
Category/Line Item	1	4	5	2	3	B	C	D
	Total Budget	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	\$177,782	\$33,335	\$144,447	\$0	\$177,781	\$0	\$0	\$0
II. Total Operating Expenses	\$22,400	\$0	\$22,400	\$0	\$22,400	\$0	\$0	\$0
III. Total Capital Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IV. Total Indirect Expenses	\$26,667	\$0	\$26,667	\$0	\$26,667	\$0	\$0	\$0
V. Total Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Budget Grand Total</b>	<b>\$226,849</b>	<b>\$33,335</b>	<b>\$193,514</b>	<b>\$0</b>	<b>\$226,848</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Source of Funds:</b>	<b>1</b>	<b>4</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>F</b>	<b>G</b>	<b>H</b>
	Total Funds	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Funds	Enhanced	Non-Enhanced
State General Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Medi-Cal Funds:	\$226,848	\$0	\$0	\$0	\$226,848	\$226,848	\$0	\$0
State/County Funds	\$105,091	\$8,334	\$96,757	\$0	\$105,091	\$0	\$0	\$0
Federal Funds (Title XIX)	\$121,758	\$25,001	\$96,757	\$0	\$121,758	\$0	\$0	\$0
<b>Budget Grand Total</b>	<b>\$226,849</b>	<b>\$33,335</b>	<b>\$193,514</b>	<b>\$0</b>	<b>\$226,849</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Prepared By: Sign \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Marjorie Batin, SPHN CHDP Dep. Director  
 Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Rose Mary Rahn Public Health Director  
 Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized CHDP Program Representative: Sign \_\_\_\_\_ Date \_\_\_\_\_



MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services

Child Health and Disability Prevention  
Budget Narrative



GAVIN NEWSOM  
GOVERNOR

<b>State/Federal Funding Source:</b>		<b>Base</b>	
<b>County/City Name:</b> Kings		<b>Fiscal Year:</b> 2022-23	
<b>I. Personnel Expenses</b> Identify and Explain Any Changes in Personnel/Personnel Expenses			
Staffing for the PHN position has decreased from 100% FTE to 30% FTE, in response to the decrease in case management volume, the uncertainty of the future of CHDP, and the need for nursing staff in other programs. CHDP responsibilities that can be distributed, are fulfilled by other CHDP staff.			
<b>II. Operating Expenses</b> Identify and Explain All Operating Expense Line Items			
<b>Travel:</b>	\$500.00 Travel related to provider trainings, site visits, health fairs, and other CHDP program activities.		
<b>Training:</b>	\$1000.00 Cost associated with potential CHDP-related nurse trainings, registration.		
<b>III. Capital Expenses</b> Identify and Explain All Capital Expense Line Items			
N/A			
<b>IV. Indirect Expenses</b> Identify and Explain All Indirect Expense Line Items			
<b>Internal:</b>	15% of Total Personnel Expense.		
<b>External:</b>			
<b>V. Other Expenses</b> Identify and Explain All Other Expense Line Items			
	Other Operating Expenses include: Office Expense \$3600, Communications \$2100, Postage \$1500, Supplies \$3500, Data Processing \$8000, Utilities \$4200, and Special Department Expense \$1500. Total Operating Expense \$22,400.		

Marjorie Batin, SPHN		CHDP Dep. Director	<a href="mailto:Marjorie.Batin@co.kings.ca.us">Marjorie.Batin@co.kings.ca.us</a>
Prepared By:	Sign	Print	Title Date Email
Rose Mary Rahn		Public Health Director	<a href="mailto:RoseMary.Rahn@co.kings.ca.us">RoseMary.Rahn@co.kings.ca.us</a>
Authorized CHDP Program Representative:	Sign	Print	Title Date Email



State of California—Health and Human Services Agency  
Department of Health Care Services



MICHELLE BAASS  
DIRECTOR

GAVIN NEWSOM  
GOVERNOR

**Date:** June 22<sup>nd</sup>, 2022

**CHDP PROGRAM LETTER NO.: 22-03**

**TO:** Child Health and Disability Prevention Program Directors, Deputy Directors, Medical Consultants, Dependent and Independent County Operations Staff, and Department of Health Care Services Staff.

**SUBJECT:** Fiscal Year 2022-2023 Allocation for the Child Health and Disability Prevention Program

The purpose of this letter is to provide Child Health and Disability Prevention (CHDP) programs with their individual Fiscal Year (FY) 2022-2023 State General Fund (SGF) allocations. Detailed plan and budget information may be found in the Integrated Systems of Care Division (ISCD) Plan and Fiscal Guidelines (PFG).

This program letter serves as each local program's approved state CHDP administrative budget and enables each local program to use this letter to develop its budget. There will be no budget approval letters issued from ISCD. Local programs that have previously utilized budget approval letters to submit to the county's authorized personnel will be able to utilize the attached allocation notice as documentation and verification of the SGF allocated. Each local program remains responsible for overseeing and tracking its administrative budget expenditures. Each local program is authorized to spend up to the amount designated in the attached funding allocation table.

Acceptance of allocated funds constitutes an agreement that the receiving local program and its agency will comply with all federal and state requirements pertaining to the CHDP program and adhere to all applicable policies and procedures set forth by the Department of Health Care Services.

Periodically, the federal program responsible for oversight of the Medicaid program and related state administrative expenditures, will conduct programmatic audits. Finding of a federal audit exception and subsequent liability for repayment of federal Medicaid funds related to the CHDP program audit exception, are the exclusive and sole responsibility of each local program.

CHDP programs must maintain an audit file. At a minimum this audit file should include:

1. Documentation on required time studies, performed during one or more representative months of the fiscal quarter for each budgeted position claimed under Federal Financial Participation (FFD).
2. Documentation in support of training and travel costs and other claimed operational expenditures.
3. Documentation in support of claimed internal and external overhead costs.

Counties should maintain and be able to produce the audit file to State and Federal regulators within seven (7) calendar days of a request.

### **Reporting Procedures**

PFG required plan and budget reporting must be submitted electronically to the [ISCD Budget Portal](#), no later than 60 days from July 1st, 2022. In FY 2022-2023 CHDP, California Children's Services, and Health Care Program for Children in Foster Care plan and budget reporting will be submitted individually. Local programs should submit their completed FY 2022-2023 CHDP Plan and Budget Reporting Package, utilizing the reporting templates attached to this letter, as two documents:

1. One PDF document, which includes all indicated signatures.  
and
2. One Excel workbook, as provided in Attachment 2B.

### **Contact Information**

Requests for current ISCD PFG, programmatic guidance, and clarification of reporting requirements may be directed to the central program inbox [CHDPprogram@dhcs.ca.gov](mailto:CHDPprogram@dhcs.ca.gov). Questions regarding the ISCD Budget Portal may be directed to [dhcsscdadmin@dhcs.ca.gov](mailto:dhcsscdadmin@dhcs.ca.gov).

Sincerely,

### **ORIGINAL SIGNED BY JOSEPH BILLINGSLEY**

Joseph Billingsley, Assistant Deputy Director  
Integrated Systems of Care Division

Attachments:

[1. CHDP FY 2022-2023 Allocation Table](#)

[2. CHDP FY 2022-2023 Plan and Budget Reporting Package](#)

- A. CHDP FY 2022-2023 Reporting Checklist & Certification Statement
- B. CHDP FY 2022-2023 Reporting Workbook

**Attachment 1**

<b>Child Health and Disability Prevention Fiscal Year 2022-2023 Allocation Table (07/01/2022 through 06/30/2023)</b>				
<b>No.</b>	<b>County/City</b>	<b>General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
1	Alameda	356,482	638,755	995, 237
2	Alpine	22,138	34,431	56,568
3	Amador	50,133	75,058	125,192
59	Berkeley	84,043	188,852	272,895
4	Butte	160,164	268,742	428,907
5	Calaveras	46,823	64,630	111,453
6	Colusa	50,062	70,965	121,028
7	Contra Costa	224,037	586,607	810,644
8	Del Norte	48,642	93,928	142,570
9	El Dorado	105,091	155,721	260,811
10	Fresno	416,419	715,690	1,132,109
11	Glenn	68,369	107,344	175,713
12	Humboldt	144,049	282,736	426,785
13	Imperial	160,084	264,283	424,368
14	Inyo	31,061	55,528	86,589
15	Kern	402,303	671,570	1,073,873
16	Kings	143,923	240,757	384,680
17	Lake	93,497	146,113	239,610
18	Lassen	34,771	59,560	94,331
60	Long Beach	230,963	362,929	593,893
19	Los Angeles	1,709,068	4,037,778	5,746,845
20	Madera	142,851	222,634	365,485
21	Marin	106,915	173,170	280,085
22	Mariposa	28,884	50,997	79,881
23	Mendocino	109,686	159,157	268,843
24	Merced	242,877	433,703	676,580
25	Modoc	48,313	90,997	139,310
26	Mono	28,489	42,924	71,413
27	Monterey	206,155	440,968	647,123
28	Napa	70,432	109,122	179,554
29	Nevada	69,508	104,436	173,944
30	Orange	727,925	1,219,355	1,947,280
61	Pasadena	111,163	220,282	331,446
31	Placer	127,543	185,612	313,155
32	Plumas	64,387	128,548	192,934

<b>Child Health and Disability Prevention Fiscal Year 2022-2023 Allocation Table (07/01/2022 through 06/30/2023)</b>				
<b>No.</b>	<b>County/City</b>	<b>General Funds</b>	<b>Federal Funds</b>	<b>Total Funds</b>
33	Riverside	445,805	651,635	1,097,440
34	Sacramento	422,165	790,207	1,212,372
35	San Benito	87,986	132,773	220,759
36	San Bernardino	569,983	955,645	1,525,628
37	San Diego	580,606	793,034	1,373,640
38	San Francisco	256,154	444,139	700,293
39	San Joaquin	278,991	590,280	869,271
40	San Luis Obispo	126,999	201,663	328,663
41	San Mateo	198,824	386,275	585,099
42	Santa Barbara	246,860	351,415	598,275
43	Santa Clara	338,654	734,790	1,073,444
44	Santa Cruz	141,389	237,525	378,915
45	Shasta	125,486	205,918	331,405
46	Sierra	28,146	57,296	85,441
47	Siskiyou	34,954	57,498	92,453
48	Solano	141,484	252,057	393,541
49	Sonoma	179,796	296,227	476,022
50	Stanislaus	255,699	449,962	705,660
51	Sutter	105,986	120,986	226,973
52	Tehama	89,440	117,603	207,043
53	Trinity	38,432	55,245	93,676
54	Tulare	237,940	400,022	637,961
55	Tuolumne	68,150	117,215	185,365
56	Ventura	303,401	504,683	808,085
57	Yolo	102,298	166,897	269,195
58	Yuba	42,371	71,876	114,247
<b>Total</b>		<b>12,115,250</b>	<b>21,846,750</b>	<b>33,962,000</b>



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

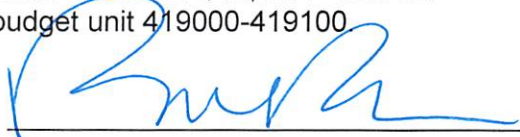
Funding Sources:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
GENERAL	Health - Child Health & Disability	CHDP/ST AID - CHDPP ADMIN		419000/ 419100	85022	(\$38,549)
GENERAL	Health - Child Health & Disability	CHDP/INTERGOVTL REV-FED GRANT		419000/ 419100	86037	(\$72,617)
GENERAL	Health - Child Health & Disability	CHDP/St Aid-MV Realignment		419000/ 419100	85002	\$111,166
TOTAL						\$0

**(B) Budget Transfer:**

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						

Explanation: FY 2022-23 budget included CHDP State revenue of \$143,640 and CHDP Federal revenue of \$194,375. The CHDP allotment is CHDP State revenue of \$105,091 and CHDP Federal revenue of \$121,758 resulting in a reduction in CHDP State revenue of \$38,549 and CHDP Federal revenue of \$72,617. This will increase the use of Health Realignment in the amount of \$111,166 under budget unit 419000-419100.

Auditor Approval \_\_\_\_\_ Department Head 

CAO Approval \_\_\_\_\_ Board Approval \_\_\_\_\_





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Public Works Department –Dominic Tyburski/Jim Henderson  
**SUBJECT:** CENTRAL SERVICES GENERATOR REPLACEMENT PROJECT  
**SUMMARY:**

**Overview:**

Public Works staff has identified the need to replace two existing generators to be located at the Kings County Government Center outside of the Central Services Building (Building 5). In general, the project will consist of the installation of two (2) 200KW emergency generators with concrete foundations and necessary connections.

**Recommendation:**

**Authorize the Public Works Department to advertise the Central Services Generator Replacement project.**

**Fiscal Impact:**

Project cost is estimated to be roughly \$395,000 and will be provided by the Accumulative Capital Outlay fund, as included in the adopted Fiscal Year 2022-2023 Budget in Budget Unit 700000, Account 94000, Project 070040.

**BACKGROUND:**

Kings County Dispatch and Information Technology are served by two (2) generators which have been in service since construction of the Government Center in 1974. The original design was to have one generator supply emergency power to both departments which allows the generators to have redundant emergency power in case one of the generators fail. Throughout time, the load demand has increased above the capacity of just one unit, therefore both generators are in service to supply emergency power leaving the system vulnerable with the lack of redundancy. These generators have been in service almost 50 years and need to be replaced with tier 4 units.

**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 BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** PURCHASE AN OVERHAULED AIRCRAFT ENGINE

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests authorization to purchase an overhauled engine for the Cessna T206H airplane.

**Recommendation:**

**Authorize the Sheriff's Office to purchase an overhauled engine for the Cessna T206H airplane.**

**Fiscal Impact:**

There is no fiscal impact to the General Fund. The purchase will be made from the Sheriff's Operations budget unit 222000, Capital Asset account 94004, not to exceed \$150,000. The cost of an overhauled engine for approximately \$117,000 with sales tax. The installation of the overhauled engine is estimated at \$30,000. All actual costs of the overhauled engine and install will be reimbursed by the Sheriff Contingency Fund (Fund 100836). The Revenue will be recorded on the Revenue Transfer-in account (89000) of budget unit 222000.

**BACKGROUND:**

The Kings County Sheriff's Office currently operates a 2000 Cessna T206H fixed wing airplane in a patrol capacity approximately five days per week. The airplane is equipped with one TIO-540-AJIA engine. Each aircraft engine has a Time Between Overhaul (TBO) which is established by the engine manufacturer and is a recommendation as to when the manufacturer recommends the engine should be overhauled (rebuilt). An engine overhaul consists of rebuilding the airplane engine to factory specifications. The Sheriff's Office airplane engine has a TBO of 2,200 hours. Currently, the airplane has approximately 1,900 hours and is flown approximately 100 hours per month. It is estimated that the airplane engine will reach TBO hours in approximately three months, if not sooner.

(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**

### **PURCHASE AN OVERHAULED AIRCRAFT ENGINE**

**September 13, 2022**

**Page 2 of 2**

The request is to purchase a fully overhauled engine for approximately \$117,000. In the essence of time until the aircraft reaches the TBO, we are requesting the Board approve the purchase of the overhauled engine so it can begin to be built. The overhauled engine has an estimated four to six month completion time. After the overhauled engine has been built, the Sheriff's Office will work with vendor(s) to contract for the installation of the overhauled engine into our airplane. The estimated cost of the install is \$30,000 and the County Purchasing procedures will be followed to complete the professional services agreement.

## 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	Aircraft Engine
Manufacturer/Model Number	2000 Cessna T206H Aircraft Engine: TIO-540-AJ1A
Age	2,000 Hours
Current Estimated Value	\$ 120,000



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.

1B. Engine needs to be rebuilt/overhauled. It has reached its max manufacturer recommended flight hours.  
 1C. There is only one engine type that will work withing the KCSO aircraft that KCSO pilots are trained on.  
 1D. No company in California, besides Lycon, offers the rebuild in such a short amount of time as Lycon. Lycon can complete the repairs in approximately 4 months and are located nearby in Visalia, CA. All other vendors could not complete repairs in less than 12-18 months time frame. This would increase the risk of flying an aircraft over the manufacturers recommended hours and puts KCSO Air Support Unit pilots, staff, and the general public at risk if the engine were to malfunction during flight.

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. Sgt. Jerry Hunter worked with IA Aviation to research numerous vendors for this repair. No vendors could complete the repair in less than 12-18 month time frame, which increases the risk of flying the aircraft for additional hours.

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

Cassandra Bakker, Fiscal Analyst on behalf of Sgt. Jerry Hunter, Air Support Unit Sergeant

Date 8/3/22

Purchasing Manager: Approved as written  Rejected  Signed

DocuSigned by:

8/3/2022

Evan Jones, Purchasing Manager  
88223888030442...



ENGINE REBUILDING CO.

# QUOTE

8231 W. Doe Ave.  
Visalia, CA 93291  
Phone: 559-651-1070  
Fax: 558-651-3212

Date Aug 17 2022  
Expiration Date Oct 17 2022  
Work Order # UNK  
Customer ID 6414

### CUSTOMER

KINGS CO SHERIFF OFFICE  
1444 W LACEY BLVD  
HANFORD CA 93230  
ATTN FISCAL

### SHIP TO

SAME

### SHIPPING DETAILS

Freight Type OUR TRUCK  
Est Ship Date  
Est Cubic Weight  
Total Package 1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
LYCOMING TIO-540-AJ1A			
LY-CON MAJOR OVERHAULED ENGINE			\$87,300.00
BUILD AS ADVANCE EXCHANGE			\$6,000.00
EXPEDITE ENGINE BUILD 4-5 MONTHS			\$10,000.00
FACTORY NEW CYLINDERS - IF AVAILABLE			INCLUDED
PORT MATCH AND FLOW BALANCE CYLINDERS			\$2,250.00
SPECIAL COATINGS ON PISTONS, VALVES, AND SPRINGS			\$1,475.00
LY-CON CRANKCASE O-RING STC SE01954SE			\$1,275.00
EXHAUST SYSTEM OVERHAUL			INCLUDED
REPLACE TAPPETS WITH NEW LYCOMING DLC COATED			INCLUDED
COMPLETE ENGINE BALANCE			INCLUDED
TEST CELL RUN			INCLUDED
LYCOMING TIO-540-AJ1A ENGINE CORE CHARGE			\$27,100.00
CREDIT FOR RETURN OF EXISTING CORE			-\$27,100.00
<b>TERMS OF SALE AND OTHER COMMENTS</b>			
BALANCE PAYMENT DUE VIA CHECK OR WIRE TRANSFER. CREDIT CARD PAYMENTS WILL INCUR AN ADDITIONAL CHARGE			
		TOTAL	\$108,300.00
		TAX	
		SHIPPING	N/A
		DEPOSIT	
		BALANCE DUE	\$108,300.00
		Currency	USD



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 NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General Fund	Operations	Capital - Other Vehicles	100000	222000	94004	\$150,000
TOTAL						\$150,000

Funding Sources:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General Fund	Sheriff	Revenue Transfer in	100000	222000	89000	\$150,000
TOTAL						\$150,000

**(B) Budget Transfer:**

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

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TRANSFERRED IN
FUND NAME	DEPT. NAME	ACCOUNT NAME				
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 Aircraft Engine Overhaul to be reimbursed from Sheriff Contingency fund.

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 September 13, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** AGREEMENT WITH CALIFORNIA DEPARTMENT OF CORRECTIONS  
AND REHABILITATION FOR TEMPORARY HOUSING

### **SUMMARY:**

#### **Overview:**

The Kings County Sheriff's Office would like to enter into an agreement with the California Department of Corrections and Rehabilitation (CDCR) to provide temporary housing of a County of Kings' inmate.

#### **Recommendation:**

**Authorize Sheriff Robinson to sign the agreement with the California Department of Corrections and Rehabilitation for temporary housing of a County of Kings inmates.**

#### **Fiscal Impact:**

The County agrees to pay CDCR an amount not to exceed \$77,150. The County will be charged \$77 per day. The agreement is retroactively effective from April 5, 2022 through June 30, 2024. The amount will be paid out of the Detentions budget unit 223000 Professional and Special Services account number 92037.

### **BACKGROUND:**

Penal Code 4007 allows the Sheriff to remove any inmate from the jail and move the prisoner to any California state prison for safekeeping when there is reasonable grounds to believe that there is a prisoner in the county jail, who is likely to be a threat to other persons in the facility or who is likely to cause substantial damage to the facility. This agreement is entered into with CDCR to house inmate Eddie Enrique Rosas. The agreement is retroactive due to when the agreement was received from CDCR.

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

**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.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C5610867

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

April 5, 2022

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

(\$77,154.00) Reimbursement to CDCR

Seventy-Seven Thousand, One Hundred Fifty-Four Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	11
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Rate Sheet	1
+ - Exhibit C *	General Terms and Conditions GTC 4/2017	*
+ - Exhibit D	Special Terms and Conditions for Public Entities	12
+ - Exhibit E	Business Associates Agreement (HIPAA)	15
+ - Exhibit F	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3
+ - Attachment 1	Penal Code 4007	2
+ - Attachment 2	Document Checklist	1

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

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

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

**CONTRACTOR**

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

County of Kings

CONTRACTOR BUSINESS ADDRESS

1444 W. Lacey Blvd.

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

DAVE ROBINSON

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

8/16/2022

DocuSigned by:

Dave Robinson

FD0976FF6530458...

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>C5610867</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

SAMANTHA BRUTON

TITLE

SSMI, Service Contracts Section, HQ Unit 1

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
 STD 204 (Rev. 03/2021)

**Section 1 - Payee Information**

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

County of Kings

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

1400 W. Lacey Blvd.

CITY, STATE, ZIP CODE

Hanford CA 93230

E-MAIL ADDRESS

cassandra.bakker@co.kings.ca.us

**Section 2 - Entity Type**

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

**Section 3 - Tax Identification Number**

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. Note: Payment will not be processed without a TIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

- For Individuals, enter SSN.
- If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For Single Member LLC (disregarded entity), in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

OR

Federal Employer Identification Number (FEIN)

9 4 - 6 0 0 0 8 1 4

**Section 4 - Payee Residency Status (See instructions)**

CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT - Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

**Section 5 - Certification**

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

Cassandra Bakker

TITLE

Fiscal Analyst

E-MAIL ADDRESS

cassandra.bakker@co.kings.ca.us

SIGNATURE



DATE

4/5/2022

TELEPHONE (include area code)

(559) 852-2820

**Section 6 - Paying State Agency**

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS



**PAYEE DATA RECORD**(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 03/2021)**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

**NOTE:** Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).

**Section 1 – Payee Information****Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.**Section 2 – Entity Type**

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

**Section 3 – Tax Identification Number**

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&amp;TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18662 and its regulations.

**Section 4 – Payee Residency Status****Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)

For hearing impaired with TDD, call: 1-800-822-6268

Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

**Section 6 – Paying State Agency**

This section must be completed by the state agency/department requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



STATE OF CALIFORNIA - STATE CONTROLLERS OFFICE  
 PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 - Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)  
 STD 205 (New 03/2021)

**Payee Information (must match the STD 204)**

NAME (Required. Do not leave blank.) County of Kings	TAX ID NUMBER (Required) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204 94-6000814
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)	

**Additional Remittance Address Information**

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.

1	REMITTANCE ADDRESS (number, street, apt or suite no.) 1444 W. Lacey Blvd. CITY Hanford	STATE CA	ZIP CODE 93230
2	REMITTANCE ADDRESS CITY	STATE	ZIP CODE
3	REMITTANCE ADDRESS CITY	STATE	ZIP CODE
4	REMITTANCE ADDRESS CITY	STATE	ZIP CODE
5	REMITTANCE ADDRESS CITY	STATE	ZIP CODE

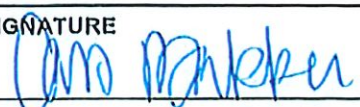
**Additional Contact Information**

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1	CONTACT NAME TELEPHONE (Include area code)	EMAIL
2	CONTACT NAME TELEPHONE	EMAIL
3	CONTACT NAME TELEPHONE	EMAIL

**Certification**

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct. By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name) Cassandra Bakker	TITLE Fiscal Analyst	E-MAIL ADDRESS cassandra.bakker@co.kings.ca.us
SIGNATURE X 	DATE 4/5/22	TELEPHONE (Include area code) (559) 852-2820



STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

**PAYEE DATA RECORD SUPPLEMENT**

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)  
STD 205 (New 03/2021)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

**Purpose** – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

**Please note:** The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

**Payee Information:** The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

**Name** – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

**Tax ID Number**-The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

**Additional Remittance Address Information** - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

**Additional Contact Information** - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

**PRIVACY STATEMENT**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.



## SUPPLEMENT GOVERNMENT PAYEE DATA RECORD FORM

Form to be completed by Government Entity.

FEDERAL                       STATE                       CITY                       COUNTY

AGENCY'S LEGAL NAME    County of Kings

DEPARTMENT    Kings County Sheriff's Office

DIVISION            Kings County Jail

UNIT

FEIN    94-6000814

PHYSICAL ADDRESS

STREET    1570 Kings County Drive

CITY            Hanford

STATE    CA

ZIP    93230

REMIT TO INFORMATION

(WHERE YOU WANT YOUR PAYMENT SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)

AGENCY NAME    Kings County Sheriff's Office

STREET(P.O. Box)    PO Box 986

CITY                      Hanford

STATE                    CA

ZIP    93230

CONTACT INFORMATION

CONTACT PERSON    Cassandra Bakker

TITLE            Fiscal Analyst III

PHONE    559/852-2820

FAX            559/587-9463

PURCHASING INFORMATION

SERVICE    TYPE OF SERVICE PROVIDED:

COMMODITY    TYPE OF PRODUCT PROVIDED:



County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

## I. INTRODUCTION

This Contract is entered into between the California Department of Corrections and Rehabilitation (hereinafter "CDCR") and County of Kings (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for a COUNTY Offender EDDIE ENRIQUE ROSAS, pursuant to Penal Code Section 4007 (Attachment 1). The CDCR operates or has access to institutions throughout the state deemed suitable by the COUNTY for the housing and care of this COUNTY Offender and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein; in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## II. DEFINITIONS

**CCHCS** - California Correctional Health Care Services - a state entity that is responsible for and provides care that includes medical, dental and mental health services, to California's inmate population at all CDCR institutions statewide.

**CCR Title 15** - The California Code of Regulations, Title 15, "Crime Prevention and Corrections".

**Community Hospital** - Care received in a free standing, non-correctional hospital on an inpatient basis, including any and all physician or consulting professional services provided to the COUNTY Offender in the hospital.

**Contract** - This Agreement.

**Day** – Calendar day unless otherwise defined in this agreement. If the last day to perform a required act under this agreement falls on a weekend or holiday, the last day for performance shall be the next regular business day.

**DOM** – The CDCR Departmental Operations Manual.

**HIPAA** – The Health Insurance Portability and Accountability Act.

**Offender** – Any adult male or female person incarcerated pursuant to applicable California laws, and assigned to a CDCR institution for housing under this Agreement.

**UHR** – Unit Health Record.

County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

### III. STANDARD CONDITIONS

#### ***Section 3.01 – Offender Housing***

The CDCR shall confine and supervise one adult COUNTY Offender that is transferred to a CDCR institution pursuant to the order of a Superior Court Judge and subject to the terms and conditions of this Agreement. The COUNTY Offender shall only be housed in housing units consistent with the COUNTY Offender's classification and security needs, subject to the criteria set forth in Section 3.02 of this agreement.

The COUNTY's minimum payment shall be detailed in Exhibit B of this Agreement.

#### ***Section 3.02 – Selection and Placement Process***

The COUNTY Offender's institution placement shall be determined by CDCR based on available bed space within CDCR institutions.

**3.02.1** The CDCR shall have sole determination of the suitable placement of the COUNTY Offender in designated CDCR institutions.

**3.02.2** The COUNTY Offender assigned to the CDCR shall be eighteen years of age or older.

Upon arrival of the COUNTY Offender to a CDCR institution, the COUNTY shall provide to the CDCR, without charge, copies of pertinent data from COUNTY Jail files, commitment or other judicial orders, and health care records of each COUNTY Offender to be housed in CDCR. All COUNTY Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the HIPAA or other Federal privacy laws.

A duly authenticated copy of the COUNTY Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time the COUNTY Offender arrives at CDCR. The CDCR may also make reasonable requests for additional papers or documents to be delivered to CDCR. The COUNTY understands that the safe and secure management of the CDCR is dependent upon CDCR's receipt of complete Offender files and shall not unreasonably withhold requested documents. See Required Documents from the County (Attachment 2).



County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

***Section 3.03 – Transfer and Delivery of Offender***

**3.03.1** The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of the COUNTY Offender to the designated CDCR institution.

**3.03.2** The CDCR shall be entitled to transfer a COUNTY Offender from one institution to another, provided the institution receiving the transferred COUNTY Offender is operated by the CDCR.

**3.03.3** The COUNTY shall reimburse the CDCR for the transporting and the costs thereof for transporting the COUNTY Offender to and from outside routine medical services and local court appearances. The CDCR will make reasonable efforts to transport the COUNTY Offender to and from outside medical and court appearances or to the nearest CDCR institution, utilizing available, routine, and normally scheduled CDCR transportation methods. When routine, normally scheduled transportation methods are unavailable, the COUNTY shall be responsible for costs associated with special transportations.

**3.03.4** The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of the COUNTY Offender from a CDCR institution, to the custody of the COUNTY.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offender so as to minimize the expense associated with such transfers.

***Section 3.04 – Offender Funds***

Funds of the individual COUNTY Offender shall be provided to the CDCR within seven (7) working days of the COUNTY Offender's transfer to CDCR via check made payable to CDCR. These funds shall be held and managed pursuant to CDCR policies, procedures and practices.

***Section 3.05 – Offender Work and Program Assignment Payment***

The CDCR shall pay the COUNTY Offender assigned to the work incentive program "Offender" wages equal to the amount paid to the CDCR Offenders housed at the particular CDCR institution at the time of transfer.

***Section 3.06 – Return of Offender to the COUNTY***

**3.06.1** Upon demand by the CDCR or the COUNTY or the Court ordering the Modification or Vacating of the order, the COUNTY Offender

County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

will be returned to the custody of the COUNTY pursuant to the terms as set forth in Section 3.03 of this Agreement.

**3.06.2** All pre-release processing is the responsibility of the COUNTY.

**3.06.3** When a COUNTY Offender returns to the COUNTY, the CDCR shall provide that COUNTY Offender's funds, in the form of a check payable to the COUNTY, in the amount due the COUNTY Offender for credit to the COUNTY Offender's account within seven (7) business days of the COUNTY Offender's transfer unless an alternate location is directed by the COUNTY.

**3.06.4** When a COUNTY Offender is identified to return to the COUNTY, the CDCR will ensure a Central File is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed necessary by the COUNTY. In addition, the CCHCS will ensure a UHR is current with relevant medical documentation.

#### **IV. OPERATION OF PRISON**

##### ***Section 4.01 – General Duties***

The COUNTY Offender in a CDCR facility shall be confined and supervised in accordance with current CDCR regulations and policies. The CDCR shall maintain staffing levels at CDCR institutions in accordance with departmental standards and in sufficient numbers and rank to maintain the safety of the public, staff and COUNTY Offender and to adequately carry out the provisions of this Agreement. The CDCR may seek additional reimbursement from the COUNTY in excess of the per diems stated hereunder in instances where the CDCR increases services in order to perform the requirements under this Agreement. Subject to the provisions of this Agreement, the CDCR shall provide the COUNTY Offender care and treatment, including the furnishing of subsistence consistent with current CDCR policies, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. The CDCR shall provide case management of the COUNTY Offender in accordance with current CDCR regulations and policies including classification, disciplinary activity, programming and other Offender activity. The COUNTY Offender shall be provided with a copy of the Title 15 and an inmate orientation guide according to DOM.



County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

**Section 4.02 – Medical, Mental and Dental Health**

The COUNTY Offender shall be provided health care in a manner consistent with the services provided by the CDCR under applicable CDCR and CCHCS health care services policies and procedures. The CCHCS policies and procedures may be accessed via the internet at the following website:

<https://cchcs.ca.gov/hcdom>

All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport and/or community hospital-based services) shall be reimbursed by the COUNTY.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with the DOM and consistent with CDCR Prison Rape Elimination Act protocols.

**Initial Provisioning Of Medications** – At the time of initial transfer, and at the time of any return of a COUNTY Offender to or from a CDCR institution, the COUNTY or the CDCR, depending on who is releasing custody at the time of transfer, shall provide at the time the COUNTY Offender is transferred between the custody of the COUNTY and the CDCR, a seven (7) day supply of any medications prescribed for that COUNTY Offender.

**Health Care Records** – The CDCR shall have written policies and procedures to ensure appropriate and confidential management of the COUNTY Offender's health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the UHR. The UHR created at a CDCR institution is the property of the CDCR and a copy of the UHR shall be forwarded to the COUNTY when the COUNTY Offender is transferred from CDCR. Release of information, including copying charges, shall be conducted in accordance with current CDCR regulations and policies and only upon approval of the CDCR.

**4.02.1** The cost of providing medical, mental health or dental services through CDCR/CCHCS staff shall be considered normal costs incidental to the operation of CDCR and is included in the COUNTY Offender per diem rates, except as noted above in Section 4.02.

**4.02.2** Billings for services from outside vendors which are the responsibility of the COUNTY shall be submitted to the COUNTY or designee within thirty (30) days of receipt by CDCR.

**4.02.3** Upon return of a COUNTY Offender to the COUNTY, the CDCR shall provide the copy of the UHR of all health care delivered

County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

while under CDCR's jurisdiction, including, but not limited to all CDCR UHR, dental records, Community Hospital records, radiology reports and films, consultant reports and laboratory results.

#### ***Section 4.03 – Death of an Offender***

**4.03.1** In the event of the death of a COUNTY Offender, the CDCR will immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Offender's file and medical records will be forwarded to the COUNTY.

**4.03.2** The CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY will notify the designated next of kin of the deceased COUNTY Offender, if any, as soon as practicable after death.

**4.03.3** All expenses relative to any necessary preparation, storage, and shipment of the body shall be the responsibility of the COUNTY.

**4.03.4** The CDCR will conduct relevant death and suicide reviews in accordance with current CDCR regulations and policies. These reviews may be subject to disclosure to outside stakeholders.

#### ***Section 4.04 – Offender Work and Programs***

**4.04.1** If eligible, the COUNTY Offender shall be afforded the opportunity to participate in programs, occupational training, and work at CDCR institutions, unless otherwise medically or administratively precluded. The COUNTY Offender shall not participate in any program, training or work outside the fenced CDCR institution unless approved in writing by the CDCR.

**4.04.2** Programs shall include: Educational programs (basic literacy, adult basic education, general educational development); ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.



County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

- 4.04.3** The COUNTY Offender may be required to work or participate in educational or vocational programs, consistent with current CDCR regulations and policies.
- 4.04.4** The CDCR may dispose of or consume all products produced by the COUNTY Offender participating in work or vocational programs. The CDCR will bear all costs and retain all proceeds there from.
- 4.04.5** The CDCR shall daily record the actual hours worked/participated for the COUNTY Offender (those in work/programs/education and training) on the Work Supervisor's Time Log in order that work credit can be calculated by the COUNTY. The forms shall be provided at the expense of the CDCR. The completed forms (white copy) shall be collected and mailed to the COUNTY or designee by the 15th of the following month or the CDCR shall collect and forward other documentation as deemed appropriate by the COUNTY.
- 4.04.6** Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with current CDCR regulations and policies.
- 4.04.7** While the COUNTY Offender is in CDCR custody, the CDCR shall be responsible for payment of any benefits for the COUNTY Offender Workers' Compensation claims originating while in CDCR custody as required by California law, including, but not limited to, California Labor Code Section 3370(a).

***Section 4.05 – Religious Opportunity***

The CDCR will provide reasonable time, accommodations, and space for religious services in keeping with CDCR institution security and other necessary institutional operations and activities, as available. Religious services will be provided in accordance with current CDCR regulations and policies.

***Section 4.06 – Recreation, Quarterly Packages and Canteen***

The COUNTY Offender shall be provided indoor and outdoor recreational opportunities on a daily basis except in the event the COUNTY Offender is in lockdown/modified program/Administrative Segregation status. The CDCR shall provide recreation for the COUNTY Offender in Administrative Segregation in accordance with current CDCR regulations and policies.

County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

The COUNTY Offender will be provided with commissary service in accordance with established CDCR policies. The CDCR will administer a quarterly package program for the COUNTY Offender in accordance with current CDCR regulations and policies.

**Section 4.07 – Telephone**

Access to telephone service shall be provided to the COUNTY Offender in accordance with current CDCR regulations and policies.

**Section 4.08 – Clothing**

The CDCR will be responsible for laundry, repair, and replacement of COUNTY Offender clothing during the COUNTY Offender's incarceration at the institution to ensure clean clothes and linens on a weekly basis.

Clothing and linen items shall be issued to the COUNTY Offender in accordance with current CDCR regulations and policies.

**Section 4.09 – Meals**

The CDCR will provide the COUNTY Offender with nutritional meals in accordance with current CDCR regulations and policies.

**Section 4.10 – Mail**

The COUNTY Offender will be provided with mail service in accordance with current CDCR regulations and policies.

**Section 4.11 – Visitation**

The COUNTY Offender will be provided visitation in accordance with current CDCR regulations and policies.

**Section 4.12 – COUNTY Offender Property**

The COUNTY Offender shall be allowed to possess personal property in accordance with current CDCR regulations and policies. The CDCR will dispose of property in accordance with current regulations and policies.

**Section 4.13 – COUNTY Offender Appeals**

If a COUNTY Offender appeals a COUNTY decision he or she shall be remedied via the COUNTY appeals process. The COUNTY shall retain final authority on all issues of appeal related to COUNTY decisions and actions.

The CDCR will remedy all COUNTY Offender appeals/grievances related to conditions of confinement and other CDCR decisions while the COUNTY Offender is in CDCR custody. The CDCR shall retain final authority on all issues of appeal related to CDCR decisions and actions.



County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

**Section 4.14 – Access to Courts**

The CDCR will ensure all COUNTY Offender court related access in accordance with current CDCR regulations and policies.

Any court order to produce for a COUNTY Offender that is presented to the COUNTY shall immediately be forwarded to the CDCR for processing. If sufficient advanced notice is provided, the CDCR will transport in accordance with Section 3.03.

**Section 4.15 – Offender Records and Progress Reports**

**4.15.1** The CDCR will handle all COUNTY Offender Records and ensure compliance consistent with CDCR policies. Upon release, all records, reports, and documents related to the COUNTY Offender, including Offender work/education/vocation records, shall be forwarded to the COUNTY.

**4.15.2** All warrants/holds/detainers received by the CDCR for a COUNTY Offender shall be forwarded to the COUNTY or designee, and the CDCR will place a copy in the COUNTY Offender's Central File. All warrants/holds/detainers received by the COUNTY for a COUNTY Offender in CDCR custody shall be forwarded to the CDCR.

**4.15.3** The COUNTY will perform all time calculations for the COUNTY Offender while housed in CDCR institutions and will provide to the CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is required to facilitate return of the COUNTY Offender to the COUNTY within 30 days of his/her release.

**Section 4.16 – Transportation and Security**

The CDCR will provide transportation and transportation staffing consistent with current CDCR regulations and policies to and from medical appointments, urgent and emergent medical care, and local court appearances pursuant to Section 3.03.

**Section 4.17 – Escapes**

In the event of an escape by a COUNTY Offender from CDCR's physical custody, the CDCR shall initiate efforts to apprehend the COUNTY Offender, notify the CDCR I.D./Warrants Unit and the local law enforcement agencies as required by state statute in the same manner it uses for any other CDCR escapees. In addition, the CDCR shall notify the COUNTY of commitment.

County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

Within 24 hours, the COUNTY will be responsible for the escape pursuit. Annually or upon any revision, the COUNTY shall provide the CDCR with a listing of its emergency contacts.

***Section 4.18 – Notification of Offender Incidents, Emergencies, Escapes and Discipline***

**4.18.1** The CDCR will handle all COUNTY Offender related incidents, emergencies, and escapes in accordance with current CDCR regulations and policies.

**4.18.2** The CDCR will handle all COUNTY Offender disciplinary related matters in accordance with current CDCR regulations and policies. The COUNTY shall be informed of any pending CDCR 115s (Rules Violation Reports), pending District Attorney referrals, and adjudicated 115s and committee actions involving Administrative Segregation and Security Housing Unit for appropriate release date calculation.

***Section 4.19 – Earned Time and Good Time***

The CDCR shall furnish to the COUNTY specific information consistent with current CDCR regulations and policies for purposes of award or forfeiture of earned/good time for eligible COUNTY Offenders. The final decision on awarding or forfeiture of earned/good time rests with the COUNTY.

***Section 4.20 – Sentence Computation***

The CDCR will furnish the COUNTY with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The CDCR will assist in providing documents as necessary to ensure compliance in accordance with current CDCR regulations and policies. The final decision with respect to sentence computation rests with the COUNTY. Sentence computation will be done by the COUNTY. The COUNTY will furnish adjusted release dates to the CDCR.

***Section 4.21 – Classification***

The COUNTY Offender shall be subject to the current CDCR classification process in accordance with current CDCR regulations and policies.

***Section 4.22 – Offender Account Deductions (Restitution) Collection and Accounting***

Upon notification of a court order for restitution by a COUNTY Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds shall be remitted in a manner that adheres to current CDCR regulations and policies.



County of Kings  
California Department of Corrections and Rehabilitation  
Scope of Work

Agreement Number C5610867  
Exhibit A

#### **IV. CONTACT INFORMATION**

Should questions or problems arise during the term of this Agreement, the COUNTY should contact the following offices:

**Billing/Payment Issues:**

Headquarters Accounting Office  
Phone Number: (916) 255-5443  
Fax Number: (916) 255-5418

**Scope of Services/Performance Issues:**

Contract Beds Unit  
Phone Number: (916) 322-0431  
Fax Number: (916) 319-8536

**General Contract Issues**

Office of Business Services  
Phone Number: (916) 255-5624  
Fax Number: (916) 255-6187

County of Kings  
California Department of Corrections and Rehabilitation  
Budget Details and Payment Provisions

Agreement Number C5610867  
Exhibit B

## **BUDGET DETAILS AND PAYMENT PROVISIONS**

### **I. COMPENSABLE OFFENDERS**

The terms of this Agreement apply only to COUNTY Offenders. Nothing in this Agreement shall be construed to impose upon the COUNTY any financial or other obligations for any non-COUNTY Offender housed in CDCR. CDCR's costs of operations including legal services and the risks of physical damage to CDCR incurred as a direct result of the placement of a COUNTY Offender in CDCR shall be considered usual costs incidental to the operation of CDCR and part of the compensation set forth herein.

### **II. PAYMENT**

The COUNTY shall pay directly to CDCR the per diem rate of \$77.00 per day for COUNTY Offender EDDIE E. ROSAS, to be housed in CDCR.

The cost of providing medical, mental health or dental services through CDCR/CCHCS staff shall be considered normal costs incidental to the operation of CDCR and is included in the COUNTY Offender per diem rates, except as noted below.

All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport and/or Community Hospital-based services) shall be reimbursed by the COUNTY.

The COUNTY shall pay for the costs of transportation and security to and from medical appointments, urgent and emergent medical care.

The COUNTY shall negotiate rates with CDCR for any additional COUNTY Offenders to be housed in CDCR institutions under the terms of this agreement. Negotiation and specific offender needs may result in necessary increased per diem rates. Rates for an additional COUNTY offender shall be agreed upon by COUNTY and CDCR prior to CDCR accepting an additional COUNTY offender.

The COUNTY shall reimburse CDCR expenses as set forth in this Agreement as a COUNTY cost reimbursement obligation.

Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement.

County of Kings  
California Department of Corrections and Rehabilitation  
Budget Details and Payment Provisions

Agreement Number C5610867  
Exhibit B

## **BUDGET DETAILS AND PAYMENT PROVISIONS**

### **III. BILLINGS**

CDCR will submit detailed invoices for payment of the compensation payable by the COUNTY to CDCR pursuant to the terms of Section II, above, with supporting documentation to the COUNTY, in arrears on a monthly basis within ten business days of month end, though the failure to do so shall not negate the obligation of the COUNTY to pay such invoice. The COUNTY will make payment within 45 days of receipt of the invoice.

Payments shall be sent to:

California Department of Corrections and Rehabilitation  
Regional Accounting Office  
Attention: Cashiering Unit  
P.O. Box 6000  
Rancho Cucamonga, CA 91729-6000



County of Kings  
California Department of Corrections and Rehabilitation  
Rate Sheet

Agreement Number C5610867  
Exhibit B-1

### SAFEKEEPER PRISON BED REIMBURSEMENT CONTRACT

Per Day ( <i>per diem</i> )		x	of Days	=	Total ( <i>estimated</i> )
\$77.00	X		271	=	\$ 20,867.00 FY 21/22 ( <i>Admitted 4/5/22</i> )
\$77.00	X		365	=	\$ 28,105.00 FY 22/23
\$77.00	X		366	=	\$ 28,182.00 FY 23/24 ( <i>Leap Year</i> )
<b>Agreement Total =</b>					<b>\$ 77,154.00</b>

The County agrees to reimburse CDCR in the amount not to exceed \$57,827.00. The per day (per diem) rate of \$77.00 per day or any part of a day, such costs having been determined by CDCR to be necessary to reimburse the State for the costs incurred to house COUNTY Offender EDDIE E. ROSAS.

All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport and/or Community Hospital-based services) shall be reimbursed by the COUNTY.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
2. Per Section 4.01 of this agreement, the CDCR may seek additional reimbursements from the COUNTY in excess of the per diems stated hereunder in instances where CDCR increases services in order to perform the requirements under this Agreement.

## 1. Contract Disputes with Public Entities

As a condition precedent to the County's right to institute and pursue litigation or other legally available dispute resolution process, if any, the County agrees that all disputes and/or claims of the County arising under or related to the Agreement shall be resolved pursuant to the following processes. County's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

Pending the final resolution of any such disputes and/or claims, the County agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. County's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

No provision of this Agreement shall be construed to waive the requirements for the filing of claims with the Victims Compensation Government Claims Board under Title 1, Division 3.6, Part 3, commencing with section 900 of the California Government Code. No provision of this Agreement or act or inaction by the State shall be construed as an agreement to toll the time limits for the filing of claims under Government Code Sections 911.2 – 911.4.

## 2. Confidentiality of Information

The County and the State agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

The parties to this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit E and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.



**3. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to the State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the County in order to carry out this Agreement, shall be protected by the County from unauthorized use and disclosure.

If the methods and procedures employed by the County for the protection of the County's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The County shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the County's possession that is independently developed by the County outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the County pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

County by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**4. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

**5. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)**

The County and the State hereto agree that either may cancel this Agreement by giving the other written notice sixty (60) days in advance of the effective date of such cancellation. In the event of such termination, the County agrees to pay the State for actual services rendered up to and including the date of termination.

**6. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the County to resume work.



**7. Extension of Term**

The parties may mutually agree to extend the initial term of this Agreement for successive periods of time. The terms of each extension shall be for a period of time ranging from 1 (one) to 5 (five) years, to be mutually agreed upon by the parties. The parties agree that should they desire to extend the term of this agreement pursuant to this option, they shall notify one another of their desire to so extend the term not less than 180 days prior to the expiration of the initial term. The provisions of this Contract shall apply to any extended term, except that the compensation for the extended term shall be subject to negotiation between the parties. Should the parties not agree on a new rate of compensation to apply to the extended term, this Agreement shall terminate on the original termination date or any extension thereof. All County Offenders shall be returned to the County fourteen (14) days prior to the termination date.

**8. Notification of Personnel Changes**

The County must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, County must recover and return any State-issued identification card provided to County's employee(s) upon their departure or termination.

**9. Compliance with Legal Requirements**

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

**10. Workers' Compensation**

The County hereby represents and warrants that the County is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at the County's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to provide services under this agreement.

Prior to approval of this agreement and before performing any work, the County shall furnish to the State evidence of valid workers' compensation coverage. The County agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, the County agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the County's evidence of coverage. In the event the County fails to keep workers' compensation insurance coverage



in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

The County also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of the County's workers' compensation claims and losses by the County's officers, agents and employees related to the performance of this agreement.

**11. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit County access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**12. Disclosure**

Neither the State nor any State employees will be liable to the County or its staff for injuries inflicted by inmates or parolees of the State. The County agrees to disclose to the State any statement(s) known made by any County inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the State in disclosing such statement(s) to the County.

**13. Insurance Requirements**

The County must maintain insurance throughout the entire term of the Agreement and shall be a condition of the CDCR's obligation to provide services under this Agreement. Prior to approval of this Agreement and before transporting County offenders to the CDCR, the County and any subcontractor shall furnish to the CDCR evidence of valid coverage. The following shall be considered evidence of coverage: County may provide proof of self-insurance; a certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by County's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the CDCR conveys no rights or privileges to the CDCR, nor does it insure any CDCR employee or insure any premises owned, leased, used by or otherwise or under the control of the CDCR. It does, however, serve to provide the CDCR with proof that the County and any subcontractors are insured at the minimum levels required by the State of California.

The County agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, County's insurance provider must agree to give at least thirty (30) days prior notice to the CDCR before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The CDCR and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the County fails to keep insurance coverage as required herein in effect at all times, the County reserves the right to



terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

The County hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured.

**14. Mutual Hold Harmless**

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the County or anyone for whom the County is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the County, its officers, directors, principals and employees, from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the State as allowed by law.

**15. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within twelve (12) months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within thirty (30) days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

**16. Defense/Immunity**

By entering into the Contract, neither the State, CDCR nor the County waives any immunity defense which may be extended to them by operation of law including limitation of damages, excepting only that the County may not assert the defense of sovereign immunity.

**17. Notice of Claims**

Within ten (10) business days after receipt by the County, or of any agent, employee or officer of the County, of a summons in any action, or within ten (10) business days of receipt by the County, or of any agent, employee or officer thereof, of notice of claim, the County, or any



agent, employee or officer, shall notify CDCR in writing of the commencement thereof. The notice requirement is intended to ensure that CDCR's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in CDCR's refusal to indemnify the County or any agent, employee, but only if such failure to notify results in a prejudice to CDCR, the County or any agent, employee or officer. CDCR will provide the County similar notice of claims.

Within ten (10) business days after receipt by the CDCR, or of any agent, employee or officer of the CDCR, of a summons in any action where COUNTY is a named party, or within ten (10) business days of receipt by the CDCR, or of any agent, employee or officer thereof, of notice of claim, the CDCR, or any agent, employee or officer, shall notify COUNTY in writing of the commencement thereof. The notice requirement is intended to ensure that COUNTY's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in COUNTY's refusal to indemnify the CDCR or any agent, employee, but only if such failure to notify results in a prejudice to COUNTY, the CDCR or any agent, employee or officer.

**18. Prior Occurrences**

The State shall not be responsible for any losses or costs resulting from County Offender litigation pending at the effective date of this Agreement or for lawsuits based on acts or omissions occurring prior to the effective date of the Agreement.

**19. Waiver**

No waiver of any breach of any of the terms or conditions of the Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be a valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

**20. Risk of Physical Damage to Facility**

The risks and costs of physical damage to CDCR facilities shall be considered usual costs incidental to its operation and part of the costs reimbursed by the fixed rate per County Offender day as provided in Exhibit B. This does not preclude the State from taking action against any County Offender who causes such damages.

**21. County Default**

Each of the following shall constitute an Event of Default on the part of the County:

Failure to make any payment required to be paid pursuant to this Agreement within forty five (45) days after payment is due, provided such failure to pay shall not constitute an Event of Default if the County has withheld any payment to CDCR pursuant to statutory authority.

Failure by the County to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by the County hereunder, which such failure continues for a

period of thirty (30) days after the County has received a written notice of deficiency from CDCR.

**22. CDCR Default**

Each of the following shall constitute an Event of Default on the part of the CDCR:

The failure to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement to be kept, observed, met, performed, or complied with by CDCR hereunder, which such failure continues for a period of thirty (30) days after CDCR has received a written notice of deficiency from the County.

**23. Notice of Breach**

No breach of this Agreement by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a deficiency or deficiencies exist(s) that, unless corrected or timely cured, will constitute a material breach of this Agreement on the part of the party against which a breach is asserted.

**24. Time to Cure**

If any material breach of this Agreement by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Breach, provided, however, if within thirty (30) days after such notice, a substantial good faith effort to cure breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

**25. Remedy for Default**

Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have at law or equity, including but not limited to reducing its claim to judgment, including seeking an award of attorneys fees and costs, taking action to cure the Event of Default, and termination of the Contract.

**26. Termination for Immediate Threat**

The requirement of written notice and opportunity to cure as provided in Sections 22, 24 and 25 will not apply if the CDCR, in its sole discretion, determines that a County default has occurred, which creates an immediate threat of imminent harm to the safety, health or welfare of the public, employees, CDCR inmates or County Offenders. In such event the parties shall mutually cooperate for an immediate return of County Offenders consistent with the availability of transportation and housing.

**27. Force Majeure**

Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the



public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the event resulting in the delay, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

**28. Integration**

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent innovation, renewal, addition or other amendment hereto shall have any force unless embodied in a written agreement executed and approved pursuant to State of California laws, rules and policies.

**29. Binding Nature**

Upon its execution by both parties, this Agreement shall be binding on the parties.

**30. Invalidity and Severability**

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby. In the event that this entire Agreement is held invalid or unenforceable all obligations of the parties hereunder shall cease as of that date except with respect to claims for services rendered.

**31. Jurisdiction and Venue**

The laws of the State of California and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to performance or interpretation of this Agreement shall be in the City of Sacramento, California.

**32. Notices**

Any notice provided for in this Agreement shall be in writing and served by personal delivery, designated CDCR electronic mail system, or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

All notices will be sent to:

CDCR: Notice Information to be provided prior to occupancy.

County: Notice information to be provided prior to occupancy.

**33. Ownership of Material Information, Data, Computer Software Documentation, Studies and Evaluations**

Unless otherwise provided, and when appropriate, the County agrees that all material, information, data, documentation, studies and evaluations produced in the performance of this Agreement is the property of CDCR.

**34. No Third Party Benefit Except As Provided**

This Agreement shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer rights, powers, benefits or privileges on any person or entity other than the parties to this Agreement. This Agreement is not intended to create any rights, liberty interests, or entitlements in favor of any County Offender. The Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties. County Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations, case law, or applicable court orders.

*The following provisions apply to services provided on departmental and/or institution grounds:*

**35. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**36. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the County agrees that if the provisions of the contract require the County to enter an institution/facility or camp, the County and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any Institution/facility or camp must observe and abide by all laws, rules and regulations



County of Kings  
California Department of Corrections and Rehabilitation  
Special Terms and Conditions for Public Entity Agreements

Agreement Number C5610867  
Exhibit D

governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or



gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

### **37. Clothing Restrictions**

While on institution grounds, the County and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The County should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the County and their employees are in compliance.

### **38. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

### **39. Prison Rape Elimination Policy**

The State is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The State shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

The County is expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

**40. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer the County shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. County employees shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Due to security procedures, the County employees may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the County.
- c. The County employees shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- d. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- e. County employees shall not cause undue interference with the operations of the institution.
- f. No picketing is allowed on State property.

**41. Gate Clearance**

All persons entering the facilities must have a valid state driver's license or photo identification card on their person and County Employee identification card.



## **BUSINESS ASSOCIATES AGREEMENT (HIPAA)**

### **SAFEKEEPER PRISON BED SPACE REIMBURSEMENT AGREEMENT**

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

#### **ARTICLE 1 DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

## ARTICLE 2 CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the



name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards



to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

## 2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

## 2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

## 2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if

and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.



**ARTICLE 3  
SECURITY****3.1 Government Healthcare Program Representations.**

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

**3.2 Security Procedures.**

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;

- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.



**ARTICLE 4**  
**EXCHANGE OF STANDARD TRANSMISSIONS**

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.

- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

#### 4.5 Confidential And Proprietary Information.

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential



information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5  
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.



- (ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

### 5.3 Disputes.

#### HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal  
Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.
2. Informal Appeal  
If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.
3. Formal Appeal  
Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.



The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices.

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

County of Kings  
California Department of Corrections and Rehabilitation (CDCR)  
Business Associates Agreement (HIPAA)

Agreement Number C5610867  
Exhibit E

Business Associate:

Kings County Sheriff's Office  
David Robinson, Sheriff-Coroner  
Phone: (559) 584-1431  
Ramon Collier, Lieutenant  
Phone: (559) 212-1903  
1444 W. Lacey Blvd.  
Hanford, CA 93232-0986

Covered Entity:

California Department of Corrections and Rehabilitation  
Privacy Officer  
HIPAA Compliance Unit  
Division of Correctional Health Care Services  
P.O. Box 942883  
Sacramento, CA 94283-0001

Telephone: (916) 327-1842  
Facsimile: (916) 327-0545



## CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

### **Historical Information**

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

### **CDCR Policy**

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

### **Professional Behavior**

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.



County of Kings  
California Department of Corrections and Rehabilitation (CDCR)  
CDCR 2301 PREA Policy Information for Volunteers and Contractors

Agreement Number C5610867  
Exhibit F

- Taking responsibility for your own behavior.
- CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

**Preventative Measures**

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

**Detection**

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

*I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.*

\_\_\_\_\_  
Volunteer/Contractor Name (Printed)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Volunteer/Contractor

\_\_\_\_\_  
Current Assignment within Institution

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Supervisor in Current Assignment

County of Kings  
California Department of Corrections and Rehabilitation (CDCR)  
CDCR 2301 PREA Policy Information for Volunteers and Contractors

Agreement Number C5610867  
Exhibit F

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part B

**PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.**

**Duty to Report**

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?  
 Yes    No   If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?  
 Yes    No   If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?  
 Yes    No   If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?  
 Yes    No   If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date



County of Kings  
California Department of Corrections and Rehabilitation  
Penal Code 4007

Agreement Number C5610867  
Attachment 1

### **Penal Code §4007**

When there is no jail in the county, or when the jail becomes unfit or unsafe for the confinement of prisoners, the judge of the Superior Court may, by a written order filed with the clerk of the court, designate the jail of a contiguous county for the confinement of any prisoner of his or her county, and may at any time modify or vacate the order.

When there are reasonable grounds to believe that a prisoner may be forcibly removed from a county jail, the Sheriff may remove the prisoner to any California state prison for safekeeping and it is the duty of the Warden of the prison to accept and detain the prisoner in his or her custody until his or her removal is ordered by the superior court of the county from which he or she was delivered. Immediately upon receiving the prisoner the Warden shall advise the Director of Corrections of that fact in writing.

When a county prisoner requires medical treatment necessitating hospitalization which cannot be provided at the County Jail or County Hospital because of lack of adequate detention facilities, and when the prisoner also presents a serious custodial problem because of his or her past or present behavior, the judge of the superior court may, on the request of the county sheriff and with the consent of the Director of Corrections, designate by written order the nearest state prison or correctional facility which would be able to provide the necessary medical treatment and secure confinement of the prisoner.

The written order of the judge shall be filed with the clerk of the court. The court shall immediately calendar the matter for a hearing to determine whether the order shall continue or be rescinded. The hearing shall be held within 48 hours of the initial order or the next judicial day, whichever occurs later. The prisoner shall not be transferred to the state prison or correctional facility prior to the hearing, except upon a determination by the physician responsible for the prisoner's health care that a medical emergency exists which requires the transfer of the prisoner to the state prison or correctional facility prior to the hearing. The prisoner shall be entitled to be present at the hearing and to be represented by counsel. The prisoner may waive his or her right to this hearing in writing at any time. If the prisoner waives his or her right to the hearing, the county sheriff shall notify the prisoner's attorney of the transfer within 48 hours, or the next business day, whichever is later. The court may modify or vacate the order at any time.

The rate of compensation for the prisoner's medical treatment and confinement within a California state prison or correctional facility shall be established by the Department of Corrections, and shall be charged against the county making the request.

When there are reasonable grounds to believe that there is a prisoner in a county jail who is likely to be a threat to other persons in the facility or who is likely to cause substantial damage to the facility, the judge of the superior court may, on the request of the county sheriff and with the consent of the Director of Corrections, designate by written order the nearest state prison or correctional facility which would be able to secure confinement of the prisoner, subject to space available. The written order of the judge must be filed with the clerk of the court.

County of Kings  
California Department of Corrections and Rehabilitation  
Penal Code 4007

Agreement Number C5610867  
Attachment 1

The court shall immediately calendar the matter for a hearing to determine whether the order shall continue or be rescinded. The hearing shall be held within 48 hours of the initial order or the next judicial day, whichever occurs later. The prisoner shall be entitled to be present at the hearing and to be represented by counsel. The court may modify or vacate that order at any time.

The rate of compensation for the prisoner's confinement within a California state prison or correctional facility shall be established by the Department of Corrections and shall be charged against the county making the request.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** MINI-CALIBER ROBOT PURCHASE

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests authorization to purchase a mini-caliber robot from ICOR Technology, Inc.

**Recommendation:**

- a. Authorize the Sheriff's Office to purchase a mini-caliber robot from ICOR Technology, Inc.
- 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 mini-caliber robot is not to exceed \$80,219. The fiscal year 2020 State Homeland Security Grant Program (SHSGP) will reimburse the Sheriff's Office for \$75,397 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.

**BACKGROUND:**

ICOR Technology robots have designed a mini-caliber robot. It is not manufactured or duplicated by any other manufacturer. The weight of the robot is 64 lbs. and is designed specifically for SWAT missions. The Robot will be used mainly by the SWAT (Special Weapons and Tactical) Team and the Bomb Squad to assist with many situations such as bomb identification and disposal, under vehicle inspections, retrieving packages, crisis negotiations with barricaded suspects, and inspections of planes, trains, buses, or vehicles.

**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.





935 Ages Drive  
Ottawa, ON K1G 6L3  
CANADA

P: 613.745.3600  
F: 613.745.3590  
TF: 877.483.7978

www.icortechnology.com  
sales@icortechnology.com

# QUOTE

To Cmdr. David Dodd  
Kings County Sheriff's Office (CA)  
1550 Kings County Drive  
Hanford, CA 93230

QUOTE NO.: QUO-01012-F3K0-4  
EFFECTIVE FROM: 8/19/2022  
EFFECTIVE TO: 11/19/2022

Tel: 559-852-2781  
Fax:  
Mobile: 559-469-2936  
Email: david.dodd@co.kings.ca.us

CURRENCY: US Dollar  
SHIPPING METHOD: Ground  
SHIPPING TERMS: FOB - DESTINATION  
\*DELIVERY DATE: 32 - 36 Weeks APO  
PAYMENT TERMS: Net 30

QTY	P/N	DESCRIPTION	\$/UNIT	LINE TOTAL
1.0	Mini-123	Mini-CALIBER® Robot (COFDM) Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.3GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hard-shell case is available as an option.	\$50,925.00	\$50,925.00
1.0	CAL-OP002	Firing Circuit AND Duke Pro 24V DC Firing Circuit AND Duke Pro Single Channel Shock Tube Initiator with mounting bracket for Mini-CALIBER® Robot	\$2,375.00	\$2,375.00
1.0	CAL-CBFIRE	CarbonFire10 Robot Adapter System II Includes: CarbonFire10 II Barrel; 6" Titanium Water Shot Extension Barrel; MagFire T3 Breech; MagFire Breech Plug; Robot Barrel Mount + Dual Laser Sights & Picatinny Clamp-On Mount; EOD 12 Ga. Laser Boresighter; Tool Kit; Parachute Tube & Cap; Parachute; Parachute Retainer & Protective Cap; Polymer Carrying Case; Mini-CALIBER® Adapter Clamp Note: Mini-CALIBER must have a firing circuit and Duke Pro CAL-OP002 to initiate disrupter.	\$6,985.00	\$6,985.00
1.0	14096	Mini-CALIBER RF Range Extender (1.3GHz Video/900MHz Data) Increase the wireless operating Video/Data range of your Mini-Caliber robot with the Mini-CALIBER RF Range Extender. Mounted on a portable tripod (additional suction cup and magnetic mounts included), an additional transmitter and receiver can be directly connected to the CCU using a 20' (6m) of hardwire tether. Key uses include: extending RF range; ability to have antennae's mounted outside armored vehicles. Includes one CAL-EB3 MINI CCU battery pack. Battery charger not included, as system uses CAL-BC2 Mini CCU Battery Charger included with robot. Note: Available on new MINI-12X CALIBER robots only.	\$7,825.00	\$7,825.00
1.0	13895	500' Tether Reel kit - Mini RF Range Extender Used in conjunction with the Mini-CALIBER RF Range Extender (PN 13153) the 500 ft. (150m) tether reel extension cable allows users to place the MINI-CALIBER video and data antennas 500 ft. (150m) from the CCU. This will increase the users operating distance enabling LOS around corners; increasing range of operations inside buildings/parking garages by placing RF antennas inside a structure. Includes a tripod. Note: must be purchased with PN 13153.	\$4,150.00	\$4,150.00
1.0	CAL-OP014	Mini-CALIBER case Mini-CALIBER hardshell transit case with custom cut foam and tie downs to secure robot. Note: the transit case only holds the Mini-CALIBER robot. There is a separate hardshell case for the CCU.	\$1,650.00	\$1,650.00

SUBTOTAL \$73,910.00  
SALES TAX (7.2500%) \$5,358.48  
FREIGHT \$950.00  
TOTAL \$80,218.48

This is a quotation on the goods named, subject to the conditions noted below:

Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. **Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary.** ICOR's GSA Contract Number is: **GS-07F-0430V**

**DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS:** ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN

RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR 'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

**\*NOTICE OF COVID-19 MANUFACTURING AND SHIPPING DELAY**

*The COVID -19 pandemic has posed unprecedented problems to the worldwide supply chain network, causing delays in the delivery of critical components needed to build CALIBER® robots. ICOR's top priority is to build and deliver robots according to the order acknowledgement's timelines; nevertheless, we cannot be held liable for delays caused by restricted air cargo capacity and overburdened global logistics networks.*

To accept this quotation, sign here and return:

---

Signature

Date

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

Auditor Use Only
Date
J/E No.
Page 1 of 1

**(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	\$80,219
TOTAL						\$80,219

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	\$80,219
TOTAL						\$80,219

**(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 September 13, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** AGREEMENT WITH EVIDENCE IQ, INC.

### **SUMMARY:**

#### **Overview:**

The Kings County Sheriff's Office requests the Purchasing Manager to sign an agreement with Evidence IQ, Inc for a Ballistics Camera box and software.

#### **Recommendation:**

- a. Approve the agreement with Evidence IQ, Inc for a Ballistics Camera and Software.
- b. Adopt the budget change (4/5 vote required)

#### **Fiscal Impact:**

The cost of the Ballistics IQ box, training and annual subscription is \$9,999. The total cost will be paid from the Sheriff's Office Operations budget unit 222000, Maintenance Equipment account 92019. Future years will be budgeted in the Sheriff's Office Fiscal Budget.

### **BACKGROUND:**

Time is of the essence when conducting firearms-related investigations and Ballistics IQ can drastically increase efficiency. Ballistics IQ includes a portable image capture station that is a compact, portable scanning device and Ballistics IQ software. The Ballistics IQ system can drastically increase efficiency when conducting firearms-related investigations. The information will be uploaded into the National Integrated Ballistic Information Network (NIBIN) where it will compare the information to other uploaded data. Within minutes a detective will receive a crime scene analysis report. The Kings County Sheriff's Office has responded to and documented multiple firearms related cases. In many cases firearms and shell casings are seized. In 2017, the Kings County Sheriff's Office had 20 firearm cases, in 2018 there were 30 cases, in 2019 there were 19 cases, in 2020 there were 26 cases and in 2021 there were 35 cases. The average processing time for ballistic

(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**

### **AGREEMENT WITH EVIDENCE IQ, INC**

**September 13, 2022**

**Page 2 of 2**

comparison at the lab is between six months to a year for homicide cases and even longer for shooting cases not involving the death of the victim. Private labs can process the ballistic evidence slightly faster at a considerable cost. The Department of Justice lab in Fresno does not enter shell casings into the NIBIN database when processing evidence. The extended processing times are a public safety issue that can lead to expiring statutes of limitations and suspects being allowed to continue to commit violent acts in our community.

Corcoran Police Department has purchased a Ballistic IQ Unit and are awaiting delivery. Corcoran Police Detectives were able to link shell casings and identify a suspect through NIBIN from several recent shootings in Corcoran to a gun recovered by the Phoenix Police Department that was used in a shooting in Phoenix. The purchase of the Ballistic IQ system would allow Sheriff's Office Detectives to quickly revisit older cases and cold case homicides where shell casings were recovered but had not been entered into NIBIN after being sent to the DOJ lab in Fresno. The NIBIN Program automates ballistics evaluations and provides actionable investigative leads in a timely manner. NIBIN is the only interstate automated ballistic imaging network in operation in the United States and is available to most major population centers in the United States. Prior to the NIBIN Program, firearms examiners performed this process manually which was extremely labor intensive. To use NIBIN, firearms examiners or technicians enter cartridge casing evidence into the Integrated Ballistic Identification System. These images are correlated against the database. Law enforcement can search against evidence from their jurisdiction, neighboring ones, and others across the country. This program is one investigative tool accessed by law enforcement that allows each of us to share information and cooperation easily making all of us more effective in closing cases.

The Agreement has been reviewed and approved by County Counsel.

**EVIDENCE IQ – BALLISTICS IQ  
MUNICIPAL, STATE, AND FEDERAL  
LAW ENFORCEMENT AGENCY AGREEMENT**

This Municipal, State, and Federal Law Enforcement Agency Agreement (“**Agreement**”) is made and entered into effective \_\_\_\_\_, 2022 (the “**Effective Date**”) between Evidence IQ, Inc., a Delaware corporation (“**EIQ**”), and the County of Kings, a political subdivision of the State of California (“**AGENCY**”) (singularly a “**Party**,” collectively the “**Parties**”).

**A.** EIQ collects, stores, and disseminates Ballistics Data (as herein defined) to law enforcement agencies through its EIQ Software Service (as herein defined); and

**B.** AGENCY desires to obtain access to Ballistics Data through the EIQ Software Service on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

**1. Definitions.** As used in this Agreement, certain terms have the meanings set forth below. Certain other capitalized terms are defined in the text of this Agreement in the section in which the term is first used.

“**Ballistics Data**” means ballistics data and images collected by LEAs and available through the EIQ Software Service for use by LEAs. All Ballistics Data uploaded by AGENCY to the EIQ Software Service is owned by AGENCY.

“**EIQ Software Service**” means a web-based (hosted) suite of software applications of EIQ consisting of analytical and investigative software located on a physical database server that also hosts Ballistics Data accessed through the EIQ customer portal.

“**LEA**” means a municipal, state, or Federal law enforcement agency.

“**Service Fee**” means the amount required to be paid by AGENCY per Service Period for access to the EIQ Software Service and Ballistics Data.

“**User**” means an individual who is an agent and sworn officer of AGENCY and who is authorized by AGENCY to access the Ballistics Data through the EIQ Software Service on behalf of AGENCY with login credentials provided by AGENCY.

**2. License.**

**(a) Grant of License.** Subject to, and conditioned on, AGENCY’s payment of the Service Fee and compliance with all other terms and conditions of this Agreement, EIQ grants to AGENCY a non-exclusive, non-transferable right and license to access and use the Ballistics Data through the EIQ Software Service during the Service Period only for investigatory law enforcement purposes in AGENCY’s geographic area of their jurisdiction on investigations that AGENCY is conducting. AGENCY is not permitted by this license to enter Ballistics Data arising from investigations being conducted by other LEAs.



(b) **License of Ballistics Data.** AGENCY grants to EIQ a non-exclusive, fully paid up, royalty free, worldwide, sublicensable, transferable, perpetual, and irrevocable license to use, install, access, reproduce, modify, impose, display, create derivative works of, distribute, and license for use by EIQ's customers the Ballistics Data uploaded by AGENCY in connection with its EIQ Software Service.

(c) **Data Sharing.** All Ballistics Data uploaded by AGENCY will be available through the EIQ Software Service and accessible by other LEAs who contract with EIQ to access the EIQ Software Service.

(d) **Non-Exclusive Licensed Access.** AGENCY acknowledges that the right or ability of EIQ to license other third parties to access the Ballistics Data through the EIQ Software Service is not restricted in any manner by this Agreement, and that it is EIQ's intention to license a number of other LEAs to access the Ballistics Data through the EIQ Software Service. EIQ shall have no liability to AGENCY for any such action.

### 3. Access to the Ballistics Data Through the EIQ Software Service.

(a) **Account Security.** EIQ shall provide to AGENCY the necessary passwords and network links or connections to allow AGENCY's Users to access the Ballistics Data through the EIQ Software Service. AGENCY shall be responsible for assigning to each of AGENCY's Users a username and password (one per user account). An unlimited number of User accounts is provided. AGENCY will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). AGENCY shall notify EIQ immediately if AGENCY believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, AGENCY must notify EIQ immediately if AGENCY becomes aware of any other breach or attempted breach of the security of any of its users' accounts.

(b) **Eligibility.** AGENCY shall only authorize individuals who satisfy the eligibility requirements of "Users" to access the EIQ Software Service. EIQ in its sole discretion may deny EIQ Software Service access to any individual based on such person's failure to satisfy such eligibility requirements.

(c) **User Logins.** Except with the prior written consent of EIQ, AGENCY shall not provide User logins to agents or officers of other local, state, or Federal LEAs or access the EIQ Software Service on behalf of other LEAs.

(d) **Liability.** AGENCY is responsible and liable for all uses of the Ballistics Data through the EIQ Software Service resulting from access provided by AGENCY, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, AGENCY is responsible for all acts and omissions of each User and each act or omission by each User that would constitute a breach of this Agreement if taken by AGENCY will be deemed a breach of this Agreement by AGENCY. AGENCY shall use reasonable efforts to make all Users aware of this Agreement's provisions as applicable to such User's use of the Ballistics Data through the EIQ Software Service and shall cause Users to comply with such provisions.



(e) **Restrictions on Use of the Ballistics Data Through the EIQ Software Service.**

(i) AGENCY acknowledges that a large part of EIQ's competitive advantage comes from the collection and analysis of the Ballistics Data. AGENCY's and each User's access, use, except as expressly permitted under this Agreement, and disclosure of any such Ballistics Data would cause irreparable damage to EIQ.

(ii) Except as expressly permitted under this Agreement, AGENCY agrees that it shall not, directly or indirectly, nor will it permit a User or any other party to, without the prior written consent of EIQ, (A) access the EIQ Software Service and utilize the Ballistics Data for any purpose other than for investigatory law enforcement purposes; (B) disclose the Ballistics Data to any unauthorized third party; (C) copy, modify, or create derivative works of the EIQ Software Service or the Ballistics Data, in whole or in part; (D) create, attempt to create, or grant permission to the source program and/or object program associated with the EIQ Software Service or the Ballistics Data; (E) decompile, disassemble or reverse engineer any software component of the EIQ Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; (F) modify, alter, or delete any of the copyright notices embedded in or affixed to the copies of any components of the EIQ Software Service or the Ballistics Data; (G) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the EIQ Software Service or the Ballistics Data; or (H) use the EIQ Software Service or the Ballistics Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity that violates any applicable law.

(iii) AGENCY agrees to take all necessary precautions to protect the Ballistics Data against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Ballistics Data as AGENCY would with AGENCY's own confidential information.

(iv) AGENCY shall not create, publish, distribute, or permit any written, electronically transmitted, or other form of publicity material that references the Ballistics Data, EIQ Software Service, or this Agreement without first submitting the material to EIQ and receiving written consent from EIQ thereto. This restriction is specifically intended to ensure consistency with other media messaging and will survive the expiration or earlier termination of this Agreement.

(v) AGENCY agrees as follows:

(A) to notify EIQ immediately upon discovery of any unauthorized use or disclosure of Ballistics Data or any other breach of this **Section 3** by AGENCY or any User, and AGENCY shall reasonably cooperate with EIQ to regain possession of the Ballistics Data, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 3**.

(B) a breach or threatened breach by AGENCY or a User of any covenant contained in this Agreement, including under this **Section 3**, may cause irreparable damage to EIQ and that EIQ could not be made whole by monetary damages. Therefore, EIQ shall have, in addition to any remedies available at law, the right to seek

equitable relief to enforce this Agreement, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court; and

(C) AGENCY's obligations of non-disclosure and other obligations under this Agreement are effective as of the Effective Date and will survive the termination or expiration of this Agreement, except in order to respond to valid FOIA inquiries or otherwise required by law.

(f) **Reservation of Rights.** EIQ reserves all rights not expressly granted to AGENCY in this Agreement.

4. **Service Fees and Term.** The AGENCY Service Fees will be based on the Service Period. **Exhibit A** further defines the Service Period term and cost and permitted use.

(a) AGENCY agrees to assist EIQ with testimonials, case studies, and being a referenceable resource for other Law Enforcement organizations. All public-facing collateral will be pre-approved by AGENCY prior to any external publication.

(b) AGENCY may use the EIQ Service for the purposes of assisting and supporting the AGENCY's personnel only unless granted permission in writing by EIQ.

5. **Term and Termination.**

(a) **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect as defined in **Exhibit A** from such date (the "Service Period").

(b) **Termination.**

(i) **Without Cause.** Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. Upon termination by either Party, AGENCY shall be entitled to a refund of a pro-rated portion of the annual Service Fee.

(ii) **With Cause.** This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. If notice of termination is based on a breach of this Agreement, the non-defaulting Party shall set forth in reasonable detail the defaulting Party's breach of this Agreement and whether the breach is able to be cured or not.

(A) **Breach Subject to Cure.** Unless otherwise specifically noted in the written notice, all notices of breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting 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, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

(i) In the event the nature of the breach requires more time than allowed in the notice to cure, the defaulting Party may submit a written



proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the notice of termination; or iii) grant the defaulting Party additional time to cure.

(ii) Alternatively, AGENCY may elect to cure the default and EIQ shall bear all expenses incurred AGENCY in curing the breach.

**(B) Breach Not Subject to Cure.** If the non-defaulting 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 Termination to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

(iii) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Upon termination by either Party, AGENCY shall be entitled to a refund of a pro-rated portion of the annual Service Fee.

(iv) Upon expiration or earlier termination of this Agreement, all rights granted by EIQ to AGENCY under this Agreement will immediately cease to exist and AGENCY must promptly discontinue all use of the EIQ Software Service. The license granted by AGENCY to EIQ pursuant to **Section 2(b)** shall survive the termination or expiration of this Agreement. Termination of this Agreement shall not terminate EIQ's obligations or liability to AGENCY for damages sustained by AGENCY because of EIQ's breach, nor EIQ's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

(v) **No Waiver of Breach or Default by Forbearance.** In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or default of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or default; nor iii) impair or prejudice any remedy available to the non-breaching Party.

(vi) This **Section 5(b)** shall survive any termination or expiration of this Agreement.

**6. Records and Inspections.** EIQ shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. EIQ shall: a) prepare all records in accordance with generally accepted accounting procedures; b)



clearly identify the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. AGENCY 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 AGENCY.

## 7. Insurance

(a) **Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work.** Without limiting AGENCY's right of indemnification from EIQ or any third parties, EIQ shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. EIQ shall maintain the Insurance Policies throughout the term of this Agreement.

(b) EIQ shall deliver an Endorsed Additional Insured page from EIQ's insurance carrier to AGENCY's Risk Manager guaranteeing said coverage to AGENCY prior to the execution of this Agreement. EIQ shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies AGENCY may have under the law.

(c) **Endorsement of Policies.** EIQ shall cause each of the Insurance Policies to be endorsed designating AGENCY and its Board members, officials, officers, employees, and agents as additional insureds, 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.

(d) **Waiver of Subrogation Rights against AGENCY.** To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against AGENCY.

(e) **Insurance Limits.** EIQ shall obtain the insurance policies in the amounts set forth below, unless AGENCY's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

(i) **Commercial General Liability** covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

(ii) **Comprehensive Automobile Liability** covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.



(iii) **Workers Compensation** as required by the California Labor Code. EIQ shall cause the policy to be endorsed to waive the insurer's subrogation rights against AGENCY.

(iv) **Professional Liability** covering EIQ's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

(f) **Rating of Insurers.** EIQ shall obtain insurance 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 upon prior approval of AGENCY's Risk Manager.

(g) **Notice of Cancellation to AGENCY and Payment of Premiums.** EIQ shall cause each of the above insurance policies to be endorsed to provide AGENCY with thirty (30) days' prior written notice of cancellation. AGENCY 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 the EIQ to furnish insurance during the term of this Agreement.

8. **Warranty Disclaimer by EIQ; Indemnification.**

(a) **DISCLAIMER.** THE BALLISTICS DATA AND EIQ SOFTWARE SERVICE IS PROVIDED "AS IS" AND EIQ HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EIQ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EIQ MAKES NO WARRANTY OF ANY KIND THAT THE EIQ SOFTWARE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING THE BALLISTICS DATA, WILL MEET AGENCY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(b) **Limitations of Liability.** EIQ WILL NOT BE LIABLE FOR AGENCY'S USE OF THE BALLISTICS DATA OR THE EIQ SOFTWARE SERVICE UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE, EIQ'S CUMULATIVE LIABILITY TO AGENCY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00.

(c) **Professional Services.** When the law establishes a professional standard of care for EIQ's services, to the fullest extent permitted by law, EIQ shall indemnify, defend, and hold harmless AGENCY 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 EIQ is responsible for such damages, liabilities, and costs on a comparative basis of fault between EIQ and the AGENCY in the performance of professional services under this Agreement. EIQ shall not be obligated to defend or indemnify the AGENCY for its own negligence or for the negligence of third parties.

(d) **All Other Services.** Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, EIQ shall indemnify, defend, and hold harmless the AGENCY, 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 EIQ or by any individual or entity for which EIQ is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of EIQ.

(e) This indemnification specifically includes any claims that may be against the AGENCY by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

(f) These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The AGENCY's rights to indemnification are in addition to and shall not limit any other rights or remedies the AGENCY may have under law or this Agreement.

**9. Independent Contractor.** EIQ is an independent EIQ and not an agent, officer, or employee of AGENCY. This Agreement is by and between two independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**10. Compliance with Law.** EIQ shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 et seq.

**11. Confidentiality.** EIQ shall not use AGENCY's confidential information for any purpose other than performing under this Agreement, and EIQ shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of a third-party's request to disclose Confidential Information, EIQ shall promptly submit said request to AGENCY.

**12. Conflict of Interest.** EIQ warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. EIQ shall not employ, nor retain any such person during the term of this



Agreement. EIQ is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. EIQ has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

**13. Nondiscrimination.** In rendering services under this Agreement, EIQ 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, gender expression, sexual orientation, military status, or any other protected basis.

**14.** Further, EIQ 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. Miscellaneous.**

**(a) Notices.** Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Addresses for all purposes under this Agreement are:

If to EIQ: Evidence IQ, Inc.  
Attn: Matthew Brady, CEO  
346 River Street  
Lemont, Illinois 60439  
E-mail: brady@EvidenceIQ.com

If to AGENCY: Kings County Sheriff's Office  
Attn: Commander David Dodd  
P.O. Box 986, 1444 W Lacey Blvd  
Hanford CA, 93232-0986  
Email: david.dodd@co.kings.ca.us

Either Party may designate another address for this Agreement by giving the other Party at least five (5) business days' advance notice of its address change. A Party's attorney may send notices on behalf of that Party, but a notice is not effective against a Party if sent only to that Party's attorney.

**(b) Assignment.** Neither Party shall assign its rights or delegate its obligations under this Agreement to any party, without the express written consent of the non-assigning Party. Any such purported assignment or delegation in violation of this **Section 7(b)** will be null and void. No assignment or delegation will relieve either Party of



any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

**(c) Governing Law; Venue.** The Parties executed and delivered this Agreement in Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. The Parties entered into this Agreement in Kings County, rendering Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. EIQ waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

**(d) Amendments; Waiver.** No amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**(e) Entirety.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties and other communications, oral or written between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by AGENCY or EIQ, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. EIQ waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

**(f) Force Majeure.** Neither Party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such Party and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such Party.

**(g) Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**(h) Survival.** The following sections of this Agreement survive its termination: Records and Inspections, Insurance, Indemnification, and Confidentiality

**(i) Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The Parties may execute this Agreement by electronic means. The electronic



signatures affixed by the Parties' respective signatories give rise to a valid, enforceable, and fully effective agreement.

(j) **CJIS Requirements.** AGENCY certifies that its Users shall comply with the CJIS requirements outlined in **Exhibit B**.

(k) **Authority.** Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

COUNTY OF KINGS

EVIDENCE IQ, INC.

By: \_\_\_\_\_  
Evan Jones, Purchasing Manager

By: Matthew B. Brady  
Name MATTHEW B. BRADY  
Title C.E.O.  
AUGUST 30, 2022

RISK MANAGEMENT APPROVED AS TO INSURANCE

By: Sarah Poots  
Sarah Poots  
Risk Management

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By: Jennifer Schiffert  
Jennifer M. Schiffert, Deputy County Counsel

*[signature page – Evidence IQ – Ballistics IQ  
Municipal, State, and Federal Law Enforcement AGENCY Agreement]*

Exhibit A



Budgetary Quote

346 River Street  
 Lemont, IL 60439  
 Phone: (623) 201-9446  
 Patrick Castelli, Regional Manager  
 pcastelli@evidenceiq.com

Date 8/16/2022  
 Quote # King'sCountyCA-BIQ1-1

**King's County CA  
 1-Year Quote**

**Bill To:**

King's County Sheriff's Office  
 Attn: Commander David Dodd  
 P.O. Box 986, 1444 W. Lacey Blvd  
 Hanford, CA 93232-0986  
 (559) 852-2781

**Ballistics IQ Solution**

Quantity	Description	Amount
1	BIQ Solution Annual Subscription & Master Agreement (Year 1)	\$ 9,999.00
1	Ballistics IQ Camera Box (with 1 year warranty and support)	Included
1	Online Ballistics IQ Quick Start Triage Training*	Included
<b>Subtotal</b>		<b>\$ 9,999.00</b>

This quote is for a one-year term with a start date to be determined. Multiyear quotes are available on request.

Includes a one-year extended warranty. Included in the price of the Master License is one (1) ballistics camera box, hard case, and all other required hardware. Additional BIQ camera box subscriptions can be purchased for \$9999.00 annually each. The Ballistics IQ camera box remains the property of Evidence IQ at the end of the contract term.

The Ballistics IQ solution usage is available only to the contracting agency unless otherwise stated in the formally executed Evidence IQ Master Service Agreement.

\*Online training is included in the quoted price. A one-day onsite training (max. of 5 people) can be purchased for a one-time additional fee of \$3,450. Onsite training is included at no cost if additional BIQ camera box subscriptions are purchased at \$9999.00 annually each.

Billings will be paid annually in advance of the first month of the contract term under service with Net 30 terms.

This quote expires after 90 calendar days from the date of this quote.

Credit	\$ -
Tax	0.00%
<b>Balance due</b>	<b>\$ 9,999.00</b>



## Exhibit B CJIS Requirements

EIQ and AGENCY agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. EIQ and AGENCY agree they will more likely be successful with information security by use of the EIQ-supplied technical controls and AGENCY's use of those controls in conjunction with AGENCY's policies to protect the systems, data, and privacy.

EIQ and AGENCY agree that AGENCY-owned and FBI-CJIS-supplied data in EIQ systems does not meet the definition of FBI-CJIS provided Criminal Justice Information ("CJI"). Regardless, EIQ agrees to treat the AGENCY-supplied information in EIQ systems as CJI. EIQ will strive to meet those technical and administrative controls to ensure the tools are in place for the proper protection of systems, information, and privacy of individuals to the greatest degree possible.

EIQ and AGENCY agree that information obtained or incorporated into EIQ systems may be associated with records that are sensitive in nature having, tactical, investigative and "Personally Identifiable Information." As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

EIQ and AGENCY agree that products and services offered by EIQ are merely an investigative tool to aid EIQ's customers in the course of their duties and that EIQ make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, EIQ and AGENCY agree that AGENCY is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by EIQ products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

Certain capitalized terms are defined in the FBI-CJIS Security Policy.

The parties agree as follows.

### EIQ:

1. EIQ has established the use of the FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those requirements.
2. EIQ will appoint a CJIS Information Security Officer to act as a conduit to AGENCY's Contracting Government AGENCY and AGENCY Coordinator to receive any FBI-CJIS Security Policy information and disseminate such information to the appropriate staff.
3. EIQ will adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by AGENCY.
4. EIQ will, by default, classify all AGENCY-supplied data and information related to AGENCY-owned infrastructure, information systems or communications systems as "criminal justice data." All AGENCY information will be treated at the highest level of confidentiality by all EIQ staff. EIQ has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.

5. EIQ will not engage in data mining, commercial sale, unauthorized access and/or use of any of AGENCY-owned data.
6. EIQ will initiate its formal cyber Incident Response Procedures if any cyber incident or data breach occurs.
7. EIQ will immediately inform AGENCY of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact, or harm AGENCY's data, systems or operations so proper analysis can be performed and AGENCY's Incident Response Procedures can be initiated.
8. EIQ will only allow authorized support staff to access AGENCY's account or AGENCY's data for AGENCY-related purposes.
9. EIQ will use training, policy, and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for AGENCY's data.
10. EIQ will protect AGENCY's systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. EIQ will inform AGENCY of any unauthorized, inappropriate use of data or systems.
12. EIQ will design software applications to facilitate FBI-CJIS-compliant information handling, processing, storing and communication of AGENCY's data.
13. EIQ will advise AGENCY when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Security Policy criteria for analysis and due consideration.
14. EIQ will use the existing Change Management process to sufficiently plan for system or software changes and updates with "rollback" plans.
15. EIQ will provide technical security controls that only permit authorized user access to AGENCY-owned data and EIQ systems as intended by AGENCY.
16. EIQ will meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. EIQ will only provide access to EIQ's systems and AGENCY-owned information through AGENCY managed role-based access and applied sharing rules configured by AGENCY.
18. EIQ will provide technical controls with additional levels of user Advanced Authentication in physically non-secure locations.
19. EIQ will provide compliant FIPS 140-2 Certified 128-bit encryption for AGENCY-owned data during transport and storage ("data at rest") while in the custody and control of EIQ.
20. EIQ will provide firewalls and virus protection to protect networks, storage devices and data.
21. EIQ will execute archival, purges and/or deletion of data as configured by AGENCY.



22. EIQ will provide auditing and alerting tools within the software applications so AGENCY can monitor access and activity of EIQ support staff and AGENCY users for unauthorized access, disclosure, alteration or misuse of AGENCY-owned data. EIQ support staff will only have access when granted by AGENCY.

23. EIQ will only perform direct support remote access to AGENCY systems/infrastructure when requested, authorized and physically granted access to the applications/systems by AGENCY. This activity will be documented by both parties.

24. EIQ will create and retain activity transaction logs to enable auditing by AGENCY and EIQ staff.

25. EIQ will provide physical protection for the equipment storing AGENCY data along with additional technical controls to protect physical and logical access to systems and data.

26. EIQ will participate in any information or technical security compliance audit performed by AGENCY or any state CJIS system agency or FBI-CJIS division.

27. EIQ will perform independent employment background screening for EIQ's staff and participate in additional fingerprint background screening as required by AGENCY.

28. EIQ agrees that all AGENCY-contributed data, including "hot-lists," scans, user information etc., will only be shared as designated by AGENCY and will remain the responsibility and property of AGENCY.

**AGENCY:**

1. AGENCY will appoint an AGENCY Coordinator as a central point of contact for all FBI-CJIS Security Policy-related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.

2. AGENCY will have the AGENCY Coordinator (a) provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact EIQ compliance or system/application development and (b) facilitate obtaining certifications, training, and fingerprint-based background checks as required.

3. AGENCY will inform EIQ when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications is required.

4. AGENCY will immediately inform EIQ of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm EIQ systems, operations, business partners and/or other agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.

5. AGENCY is responsible for the legality and compliance of information recorded, submitted, or placed in EIQ systems and use of that data.

6. AGENCY is responsible for proper equipment operation and placement of equipment.

7. AGENCY is responsible for vetting authorized user access to EIQ systems with due consideration of providing potential access to non-AGENCY information.



8. AGENCY is responsible for control of persons granted access to purchased EIQ systems, along with data stored and transmitted via EIQ systems.

9. AGENCY is responsible for all data security, handling, and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into EIQ systems.

10. AGENCY will reinforce AGENCY's staff policies and procedures for secure storage and protection of EIQ system passwords.

11. AGENCY will reinforce AGENCY's staff policies for creating user accounts with only government domain email addresses. Any exceptions must be granted in writing.

12. AGENCY will reinforce AGENCY's staff policies for not sharing user accounts.

13. AGENCY will use EIQ role-based access as designed to foster system security and integrity.

14. AGENCY controls, and is responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the EIQ systems, including when any information is disseminated, extracted, or exported out of EIQ's systems.

15. AGENCY controls, and is responsible for developing, policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside EIQ's systems.

16. AGENCY is responsible for ensuring data and system protection strategies are accomplished through the tools provided by EIQ for account and user management features along with audit and alert threshold features.

17. AGENCY will use the "virtual escorting" security tools provided for managing AGENCY's system remote access and monitor EIQ support staff when authorized to assist AGENCY.

18. AGENCY acknowledges that the EIQ-designed technical controls and tools will only be effective in conjunction with AGENCY-created policies and procedures that guide user access and appropriate use of the system.

19. AGENCY acknowledges that information and services provided through EIQ products do not provide any actionable information and AGENCY users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems, such as the National Crime Information Center, based upon the potential lead generated.

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

Auditor Use Only
Date _____
J/E No. _____
Page    of _____

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
					TOTAL	\$0

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
					TOTAL	\$0

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TO BE TRANSFERRED OUT
General	Sheriff - Operations	Maint - Equip	100000	222000	92019	\$10,800
					TOTAL	\$10,800

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TRANSFERRED IN
General	Sheriff - Operations	Capital Assets	100000	222000	92019	\$10,800
					TOTAL	\$10,800

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

To complete purchase of a ballistic camera box plus training & support from the Detectives (Support) project within Ops Budget.

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 September 13, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** MEMORANDUM OF UNDERSTANDING WITH TACHI-YOKUT TRIBE FOR ANIMAL SERVICES

### **SUMMARY:**

#### **Overview:**

The Kings County Sheriff's Office requests the Chairman of the Board of Supervisors to sign an Memorandum of Understanding with the Tachi-Yokut Tribe for Animal Services.

#### **Recommendation:**

**Approve the Memorandum of Understanding with the Tachi-Yokut Tribe for Animal Services.**

#### **Fiscal Impact:**

A one-time contribution of \$120,000 will be paid by the Tachi-Yokut Tribe within 15 days of the effective date of the Memorandum of Understanding (MOU) to cover the cost required by the shelter to increase space capacity at the County Shelter to care for animals brought in from the Reservation. The Tachi-Yokut tribe will also pay additional standard County costs for services on a case-by-case basis that will be billed monthly to the Tribal Council.

### **BACKGROUND:**

The Tachi-Yokut Tribe would like the County to provide animal control services on the Reservation. The County recognizes there is a significant need for animal control to be provided by Animal Services within the Reservation Boundaries. Upon execution of the agreement, the County will work with the Tribe and coordinate the Immediate Initial Response. The County, through Animal Services or Sheriff will respond to calls requesting animal control services on the Reservation. Animal Services will patrol the Reservation routinely. Animal Services will provide shelter and impoundment services to Reservation residents where necessary. Shelter and impoundment services include general care, cleaning and nourishment of owner-released, lost or

(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**

### **AGREEMENT WITH TACHI-YOKUT TRIBE FOR ANIMAL SERVICES**

**September 13, 2022**

**Page 2 of 2**

stray dogs, cats and other animals. Services will be provided seven (7) days per week, 365 days per year at the County's Animal Shelter or other locations utilized by the County. Within three (3) years of the effective date, the Sheriff will work closely with the Tribe to help the Tribe establish their own Tribal animal control services under the Tachi-Yokut Department of Public Safety. The MOU shall commence on the effective date and remain in effect until the fifth anniversary of the Effective Date unless sooner terminated. The MOU includes an option to extend the terms of the Agreement by five (5) additional years upon mutual agreement.

The MOU has been reviewed and approved by County Counsel.



**MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA ROSA  
RANCHERIA TACHI-YOKUT TRIBE, KINGS COUNTY AND  
KINGS COUNTY ANIMAL SERVICES**

This Memorandum of Understanding is entered into as of September \_\_\_\_, 2022 (“**Effective Date**”), by and between the Tribe and the County on behalf of, Animal Services and the Sheriff (each party defined under Section 2 below):

**RECITALS**

**WHEREAS**, enforcement of ordinances relating to the control, impoundment, disposition, licensing and sheltering of animals protects public health safety and promotes animal welfare which is in the interest of the Tribe and the County;

**WHEREAS**, the services provided by Animal Services benefit the public by: mitigating potential public health and safety issues related to animals; implement consistency of regulatory approach and enforcement across jurisdictional boundaries; and increase access to Animal Services, options, community networks and resources for the public at large;

**WHEREAS**, Tribe desires for the County to provide animal control services on the Reservation;

**WHEREAS**, the Animal Services facility is currently operating at maximum capacity and requires additional space and funding in order for the County to have the ability to provide animal control services for the Tribe;

**WHEREAS**, the Tribe desires to make voluntary contributions to Animal Services to mitigate any impact on the community due to lack of animal control on the Reservation;

**WHEREAS**, the Tribe has an excellent history of working cooperatively with the County to improve the quality of life for the local community;

**WHEREAS**, this Agreement shall serve as evidence of the continued goodwill and cooperation between the Tribe and the County in fostering a mutually respectful government-to-government relationship that will serve the mutual interests of the Tribe, County, and Animal Services.

**NOW, THEREFORE**, in consideration of the promises and the mutual agreements set forth herein, the parties agree as follows:

**Section 1. LEGAL AUTHORITY**

- a. Authority to enter into this Agreement under California Law. Contracts between the County and Tribe are authorized and provided for under Cal. Gov. Code Cal. § 6500 et seq. (Joint Exercise of Powers Act) which provides that two or more public agencies (including federally recognized Indian tribes) may jointly exercise any power common to the contracting party such as taxes, fees, exercise of jurisdiction, so long as the parties legislative or other governing bodies authorize the action. Further, Gov. Code § 12012.5 authorizes the Governor of the State of California to negotiate and execute, on behalf of the state, tribal-state gaming compacts with federally recognized Indian tribes in the State of California pursuant to the federal Indian Gaming Regulatory Act of 1988 (18 U.S.C. Sec. 1166 et seq. and 25 U.S.C. Sec. 2701 et seq.). The Governor of California may negotiate compacts that provide for negotiation of agreements with local government as



part of a tribal-state gaming compact with federally recognized Indian tribes. Cal. Gov. Code § 12012.102(b)(1)(C) (West) references and provides for the execution of an intergovernmental agreement between a tribe and a county or city government negotiated pursuant to the express authority of, or as expressly referenced in a ratified tribal-state gaming compact.

- b. Specific authority to enter into this Agreement exists under the 2020 Intergovernmental Agreement between the Tribe and County which provides that the “Tribe and the County shall negotiate and enter into a separate agreement similar to those between the County and other local jurisdictions for the Parties to cooperatively provide animal control services on the Reservation.”
- c. Tribal law authorizes contracts pursuant to the Constitution of the Tribe, Art. IV § 2, and delegates authority for the same as follows: the Tribal Council of the Tribe is empowered to represent the Tribe in all negotiations and relationships between the Tribe and the County, “provided that the [Tribal Council] shall not commit the Community in any contract, lease, or other arrangement unless specifically authorized by resolution of the General Council.”
- d. To facilitate consistency of Services and provide legal authority for the enforcement of said Services, the Tribe commits to adopt and maintain Tribe ordinances that are, at minimum, compatible with those set forth in the County Animal Control Ordinance as found in Chapter 4 of the Kings County Code of Ordinances and this MOU. The Tribe shall at all times during the term of this Agreement notify the County of any changes in the terms and provisions of Tribe’s animal control ordinances that impact the County’s obligations under this MOU.

## Section 2. DEFINITIONS

- a. “**2020 Intergovernmental Agreement**” means the existing intergovernmental agreement executed on November 13, 2020, between the County and the Tribe “intended to satisfy the requirements of the Compact and any future compact with regard to mitigation of impacts from the Project(s) . . . , including the Tribe’s obligations to: . . . [among other things] . . . compensate the County for law enforcement, fire protection and any other public services to be provided to the Tribe . . . as well as the County’s and the Tribe’s obligation to strengthen the existing government-to-government relationship between the County and the Tribe.”
- b. “**ACO**” means an Animal Control Officer employed by the County.
- c. “**Agreement**” means this Memorandum of Understanding.
- d. “**animal control**” or “**animal control services**” means the control, impoundment, disposition, licensing, and sheltering of animals generally.
- e. “**animal incident**” means an event arising from the Reservation reported to the County or DPS requiring animal control and involvement of Animal Services under this MOU.
- f. “**Animal Services**” means Kings County Animal Services, a division of the Kings County Sheriff’s Office, that provides animal control services within the unincorporated Kings County and within other cities within the County.



- g. **“Call”** means a report of an animal incident communicated to law enforcement or Animal Services through any form of communication by any person (i.e. by phone, in-person, etc.).
- h. **“County”** means Kings County, a political subdivision of the State of California.
- i. **“DPS”** means the Santa Rosa Rancheria Tachi-Yokut Department of Public Safety.
- j. **“General Council”** means the governing body of the Tribe with powers delegated by the Constitution of the Tribe having final authority to approve contracts with the County under Tribal law.
- k. **“High Priority Calls”** include Calls that pose an emergent danger to the community, including:
  - i. Emergent animal bite,
  - ii. Emergent vicious dog,
  - iii. Emergent injured animal,
  - iv. Police assist calls – (police on scene requesting assistance from an ACO),
  - v. Emergent loose livestock or other loose or deceased animal that poses imminent and substantial danger to the community, and
  - vi. Emergent animal cruelty.
- l. **“Immediate Initial Response”** means the immediate time frame from the Effective Date of the Agreement for Animal Services to implement animal control services, address immediate, critical animal control issues associated with excess stray/feral animals, pets running free, and to engage with the Tribe to promote reasonably responsible and safe animal/pet ownership and practices among it’s membership.
- m. **“Immediate Initial Response Costs”** means costs associated with Animal Services overtime and additional expenses associated with after hours and weekend events and for costs related to the provision of the Immediate Initial Response.
- n. **“Licensing Services”** means the operation and maintenance of a unified system to license pets.
- o. **“Low Priority Call”** means all Calls that are not High Priority Calls, including but not limited to:
  - i. Non-emergent high priority events,
  - ii. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
  - iii. Trespass,
  - iv. Stray Dog/Cat/other animal confined,
  - v. Owner’s Dog/Cat/other animal confined
  - vi. Barking Dog,
  - vii. Leash Law Violation,
  - viii. Deceased Animal,
  - ix. Trap Request,
  - x. Female animal in season.
- p. **“Parties”** means the Tribe and the County;



- q. **"Reservation"** means lands under the jurisdiction of the Tribe which comprises lands owned by the Tribe whether in fee simple or lands held in trust by the United States for the benefit of the Tribe.
- r. **"Tribal Council"** means the business committee with powers delegated by the Constitution of the Tribe having authority to negotiate with the County under Tribal law.
- s. **"Tribe"** means the Santa Rosa Rancheria Tachi-Yokut Tribe, a federally recognized Indian tribe and sovereign Tribal Government.

### **Section 3. SERVICE AREA AND COORDINATION**

- a. The County agrees to provide animal control services, through Animal Services, within the limits of the Reservation to the extent and in the manner set forth in this Agreement.
- b. The Tribe and Animal Services shall each designate a specific individual by name or title for point of contact and alternates to make or receive requests and to confer upon matters concerning the delivery of general animal control services.

### **Section 4. SERVICES TO BE PROVIDED BY ANIMAL SERVICES**

The County recognizes there is a significant need for animal control to be provided by Animal Services within Reservation boundaries. Services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily tendered by Animal Services, and Animal Services shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by Animal Services under County ordinances and the statutes of the State of California. The County shall not be expected to adopt or enforce any of the Tribe's ordinances, nor shall the Tribe be required to adopt or enforce the County's obligations under California law, County ordinances or this MOU.

Therefore, in recognition of these needs, Animal Services agrees to provide the following services:

- a. **IMMEDIATE INITIAL RESPONSE.** Upon execution of this Agreement the County will work expeditiously with the Tribe and coordinate the Immediate Initial Response to last a period of six (6) months beginning on the Effective Date of this Agreement. Notice to the Tribe shall be provided thirty (30) days prior to the commencement of the Immediate Initial Response. During the Immediate Initial Response:
  - i. the County will arrange a location for an Animal Services vehicle to be stationed on or near the Reservation at the request of the Tribe, in order to facilitate service and travel time improvements or efficiencies.
  - ii. the County may conduct scheduled special events for coordinated efforts to patrol and/or pick-up stray animals in or out of normal business hours during the Immediate Initial Response. For such events to be held on Saturday or Sunday, seven (7) days' advance notice must be approved by majority vote of the Tribal Council. Such notice shall not apply to routine County patrols.
  - iii. the Tribe may provide a schedule of events detailing the dates, services and proposed location for the Immediate Initial Response, including by way of example: community education workshops, seminars, and/or clinics to promote responsible animal ownership, such as licensing information, vaccination clinics,



- adoption/foster clinics, and microchipping opportunities for the Tribe's membership;
- iv. Upon commencement of the Immediate Initial Response period, the County will provide cross-training with ACO, Sheriff and DPS officers. Cross-training ensures that DPS is prepared to transfer information calls that report animal incidents and/or coordinate with the Sheriff and/or Animal Services to implement the MOU on the Reservation in an efficient manner. The purpose of the cross-training is to coordinate seamless delivery of services and enhance communication between the County and Tribe so that DPS has a basic understanding of what action to take in responding to animal incidents and to assess whether such Call is a High Priority Call or Low Priority Call. Training will assist DPS in establishing safe practices and temporary holding kennels so that DPS may safely restrain and hold animals in High Priority Call situations that require an immediate response by DPS in coordination with the County's ACOs and Sheriff.
  - v. Animal Services may open the County animal shelter for additional hours if practicable depending on need and within available resources.
- b. **CONTROL AND DISPOSITION SERVICES DURING IMMEDIATE INITIAL RESPONSE.** The County, through Animal Services or Sheriff, shall respond to calls requesting animal control services on the Reservation.
- i. Animal Services shall patrol the Reservation routinely, at a minimum of once per day during the Tribe's normal business hours, and to check in with DPS at the entrance gates. Regular patrols may occur as many times as necessary to assess the safety of the area and to capture and impound animals running free.
  - ii. The County will ensure staffing and coordination of ACOs to be available to respond to animal control calls during normal business hours.
  - iii. The County will use best efforts to ensure that High Priority Calls are responded to by an ACO during service hours within 1 and 2 hours on the day such call is received. The County shall retain discretion as to the order in which High Priority Calls are responded.
  - iv. Low Priority Calls can be responded to directly by the County by dispatching an ACO as necessary or available, or transferred from the Tribe to the County by phone or referral to the County by any means of communication, or as determined necessary and appropriate in the discretion of the responding ACO. Low priority calls shall be responded to within a reasonable time preferably the same business day after receiving such Call but no later than (24) hours after a call is received (i.e., for time needed to return a Low Priority Call made after hours the next day).
  - v. Animal Services shall enforce ordinances of the County which carry criminal penalties for violation, but only to the extent that Animal Services enforces the same or substantially similar provisions in the County.
- c. **SHELTER AND IMPOUNDMENT SERVICES.** Animal Services shall provide shelter and impoundment services to Reservation residents where necessary. Shelter and impoundment services include general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services will be provided 7-days per week, 365 days per year at the County's animal shelter or other locations utilized by the County in the event the shelter is over capacity. Shelter services also include:
- i. Animal enrichment, exercise, comfort, feeding, and reasonable medical attention.
  - ii. Animal Services will provide regular services to residents of the Reservation for purposes of pet redemption, adoption, foster care, and pet surrenders.



- iii. The County will allow the Tribe's members to participate in its volunteer/foster care functions and use of foster families on the Reservation to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- iv. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in permanent homes.
- v. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited emergency veterinary services will be available during non-business hours. Veterinary services may be through third-party contracts, and engaged if and when the County determines necessary.
- vi. Nothing in this Agreement is intended to preclude the County from contracting with other entities to care for animals taken in by the County.

d. **CONSULTATION SERVICES**

- i. Within three (3) years of the effective date of this Agreement, the Sheriff will work closely with the Tribe to help the Tribe establish their own Tribal animal control services under DPS.
- ii. The Sheriff will additionally provide monthly statistics to the Tribal Council for use in determining the needs of the Tribe for future animal control service needs.
- iii. The Tribe shall pay no additional fees for the consultation services referenced herein.

**Section 5. MITIGATION CONTRIBUTION TO ANIMAL SERVICES**

In consideration for the provision of animal control within Reservation boundaries, the Tribe acknowledges that Animal Services has an increased need to improve facilities, governmental operations, and services throughout the County, including among other things, services to the Reservation area which currently lacks Animal Control. Therefore, in recognition of the need for all sovereigns in the area to cooperate to reduce the potential negative impacts caused by lack of Animal Control, the Tribe agrees to make the following mitigation contributions to Animal Services.

- a. A one-time contribution of \$120,000 payable within 15 days after the Effective Date of this Agreement to cover the costs required by the shelter to increase space capacity at the County shelter to care for animals brought in from the Reservation. The County shall without limitation use the one-time contribution to purchase no less than 10 kennels, provide a heating source and cooling source to the building and purchase various size traps. Should the actual costs exceed the amount provided for herein, the parties agree to meet and confer to discuss further mitigation.
- b. The Tribe will additionally cover additional standard County costs and Initial Immediate Response Costs incurred by the County as calculated in Section 6 to increase Animal Services capacity to deliver routine animal control services customarily provided by the County pursuant to this MOU.

**Section 6. CALCULATION OF ADDITIONAL COSTS**



The County may additionally bill the Tribe for variable costs associated with routine animal control services as set forth in this Agreement for animals brought in from the Reservation including the provision of emergency care to such animals. The Tribe agrees to pay the County for services to be rendered hereunder the following additional fees, as applicable, for the animals brought to the Kings County Animal Shelter. Such additional fees shall be assessed as follows:

- a. **Animal Services Officer:** \$35.27 per hour plus \$0.64 per mile. (Will track via Computer Automated Dispatch Center)
- b. **Shelter Services:** billed at a flat fee to include vaccine or euthanasia, food, 25% time/labor of Kennel Tech)
  - \$40 on owner surrendered animals (dog/cat)
  - \$50 on non-owner surrendered animals (dog/cat)
  - \$100 for multiple captures of same animal (dog/cat)
  - \$0.64 per mile. (Veterinary transport, clinics, etc...)
- c. **Community events will be billed as:**
  - Adoption clinic \$122.34 per hour. (3 staff, Manager, Outreach Coordinator and Kennel Tech)
  - Vaccine clinic \$216.03 per hour. (6 staff, Manager, Outreach Coordinator, Animal Service Officer, 3 Kennel Tech's)
  - Microchip clinic \$216.03 per hour. (6 staff, Manager, Outreach Coordinator, Animal Service Officer, 3 Kennel Tech's)
  - After hours overtime rate will be calculated at hourly rate of time plus ½.
- d. **Other charges:**
  - Veterinary care, actual charges. (spay/neuter for reclaims).
  - Mileage billed at \$0.64 per mile.
  - After hours overtime rate will be calculated at hourly rate of time plus ½.
  - Livestock (stray) \$100.
  - Refer to Kings County Master Fee schedule. (Billed directly to tribal member, adoption fees, private cremation, impound fees for reclaimed animal, animal trap deposit, etc)
  - Training DPS on-site \$35.27 per hour per Animal Service Officer and \$0.64 per mile.
  - Training DPS off-site \$35.27 per hour per Animal Service Officer and no mileage.

The fees contained herein reflect the current fees charged by Animal Control for such services and may be increased or decreased by the County on an annual basis as necessary to remain consistent with the County's Master Fee Schedule. Fees may additionally increase during each year of this Agreement as necessary to reflect increases in wages and benefits of County employees performing services hereunder. The County may additionally bill the Tribe for Immediate Initial Response Costs only during the Immediate Initial Response phase.

## **Section 7. INVOICING**



The County will submit an invoice on a monthly basis addressed to the Tribal Council of the Tribe pursuant to the notice provision of Section 15. All invoices must describe in detail, as applicable, the number of overtime hours, services provided, educational materials, veterinarian / medical costs, and receipts to demonstrate the Costs are justified under this MOU.

The invoice shall be payable by the Tribe within thirty (30) days from the time of receipt by the Tribe.

#### **Section 8. ANIMAL SERVICES PERSONNEL**

- a. All persons employed by the County in the performance of Services for the Tribe under this Agreement shall be County employees, and no such person shall have any, or be entitled to any, Tribe benefit, pension, civil service status, or right of employment.
- b. The Tribe shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing Services hereunder for said Tribe, except Immediate Initial Response Costs and ongoing costs such as overtime incurred after the Immediate Initial Response as provided for in this Agreement.
- c. Except as otherwise agreed, the County shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain the level of Animal Control Services to be rendered in accordance with the terms of this Agreement. The County and the Tribe shall retain title to the respective property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.
- d. Notwithstanding the foregoing, it is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the Tribe, the same shall be supplied by said Tribe at its own cost and expense.
- e. The rendition of Animal Services, the standards of performance, the discipline of ACOs, and other matters incident to the performance of Animal Services, and the control of personnel so employed, shall remain with the County, provided, however, that, if in the judgment of the Chairperson for the Tribe or his/her designee, any County employee assigned to duty under this Agreement is not satisfactory to the Tribe, the Tribal Council and the Sheriff shall utilize the dispute resolution process described below

#### **Section 9. INSURANCE**

- a. Each party shall maintain a policy or policies of insurance naming the other as an additional insured (or self-insurance covering same) in force at all times during the performance of this Agreement in the minimum limits of liability as stated herein:
  - i. Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence;
  - ii. Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence; and



- iii. Worker's Compensation coverage to the extent required by law; and
- iv. Evidence of compliance with said insurance requirements shall promptly be supplied in writing if requested by the other party.

## **Section 10. INDEMNIFICATION**

The Parties shall indemnify, defend, and hold each other, their officers, agents, and employees harmless from loss, damage, or injury to any person or property arising from performance of this Agreement, to the extent that such loss, damage, or injury is not caused by the gross negligence or intentional misconduct of the other party in performance of their obligations under this Agreement.

## **Section 11. DISPUTE RESOLUTION**

- a. To foster a cooperative relationship, the Parties agree that the highest-ranking official of the Tribe and the Sheriff's Office shall meet or communicate with the other Party and shall make best efforts to resolve claims of any dispute specifically arising under this Agreement by good faith negotiations.
- b. All citizen complaints from the Tribe's residents regarding misconduct by an ACO providing services pursuant to this Agreement shall be investigated and resolved by the County through its normal review procedures. All other citizen complaints from the Tribe's residents regarding the Tribe's Animal Control Ordinance pursuant to this Agreement shall be handled by the Tribe.

## **Section 12. AMENDMENTS TO AGREEMENT**

The Parties may amend or modify this Agreement at any time upon mutual consent. Amendments shall be effective when approved in the same manner as required for approval of the original Agreement.

## **Section 13. TERM.**

- a. Unless sooner terminated as provided for herein, this Agreement shall commence on the Effective Date and shall remain in effect until the fifth anniversary of the Effective Date. This Agreement shall include an option to extend the term of the Agreement by five (5) additional years upon mutual agreement of the parties under the procedures described below and unless terminated by either party as provided herein.
- b. Should the Tribe desire to renew this Agreement at the end of its initial term or at the end of any extended term, the Tribe shall notify the County in writing of such renewal request on or before February 1st of the year in which this Agreement is to terminate. The County shall notify the Tribe on or before March 1st of the same year of its willingness to continue this Agreement in effect.
- c. Should both parties agree to continue this Agreement, any amendments desired by either party must be agreed to in writing and authorized by the parties' legislative bodies on or before March 30th of the same year of the discussions.

- d. This Agreement may be terminated at any time by either party upon 90 days prior written notice to the other party of its intention to terminate the Agreement.

**Section 14. NO WAIVER OF OTHER RIGHTS**

Except as otherwise agreed herein, this Agreement shall not be deemed as a waiver or abandonment of any jurisdictional power or prerogatives of the Tribe or any of its subdivisions.

**Section 15. NOTICES**

- a. Notices to the Tribe should be provided to the Tribal Council as the primary contact:

Tribal Council  
The Santa Rosa Rancheria Tachi-Yokut Tribe  
16835 Alkali Dr.  
Lemoore, CA 93245

- b. Notices to the County should be provided to the Kings County Sheriff as the primary contact:

Sheriff David Robinson  
County of Kings  
1400 W. Lacey Blvd.  
Hanford, CA 93230

**Section 16. SEVERABILITY**

If any clause or provision of this Agreement is subsequently determined by any court of competent jurisdiction to be invalid or unenforceable, it shall be stricken from the Agreement and the remainder of the Agreement shall not be affected thereby.

**Section 17. THIRD PARTIES AND ASSIGNMENTS**

- a. No person or organization shall be a third-party beneficiary of this Agreement.
- b. This Agreement may not be assigned unless written approval is provided by all of the Parties.

**Section 18. UNFORESEEN CIRCUMSTANCES.**

The Parties are not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond either Party's reasonable control., provided the Party seeking protection by this provision gives written notice to the other of the cause of the delay within ten (10) days of the start of the delay.

**Section 18. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in this Agreement waives the sovereign immunity of the Tribe for any purpose or for any action in any forum.



**SIGNATURE PAGE FOR KINGS COUNTY  
MEMORANDUM OF UNDERSTANDING**

COUNTY OF KINGS

By: \_\_\_\_\_  
Joe Neves, Chair  
Kings County Board of Supervisors

ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO  
INSURANCE

By:   
\_\_\_\_\_  
Risk Management


APPROVED AS TO FORM  
Diane Freeman, County Counsel

By:   
\_\_\_\_\_



**SIGNATURE PAGE FOR THE SANTA ROSA RANCHERIA TACHI-YOKUT TRIBE**  
**MEMORANDUM OF UNDERSTANDING**

Pursuant to the authority provided by the General Council for the Tribe pursuant to General Council Resolution 2022-417, the following agree on behalf of the Tribe to this Agreement:

  
\_\_\_\_\_  
Leo Sisco, Chairman  
Santa Rosa Rancheria Tachi-Yokut Tribe

09/02/2022  
Date

ATTEST

By:   
\_\_\_\_\_  
Candi Cuara, Tribal Council Secretary

APPROVED AS TO FORM  
Rachel R. Felix, Tribal Attorney  
Rosette, LLP

By:   
\_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Administration – Edward D. Hill/Domingo C. Cruz  
Public Works Department – Dominic Tyburski

**SUBJECT:** JUVENILE CENTER REMODEL PROJECT – AGREEMENT AMENDMENT  
THREE WITH VANIR CONSTRUCTION MANAGEMENT, INC.

**SUMMARY:**

**Overview:**

On July 27, 2021, the Board entered into an agreement amendment number two with Vanir Construction Management, Inc. to provide construction management and other services for the County’s Juvenile Center Remodel Project, as funded under Senate Bill (SB) 81 (SB 81 Project). It is being requested to amend the Agreement for continued construction management services of the SB 81 Project due to unforeseen delays of the project during construction phase.

**Recommendation:**

**Approve the agreement amendment number three with Vanir Construction Management, Inc. for continued construction management services during the construction phase of the Juvenile Center Remodel Project.**

**Fiscal Impact:**

The total cost of the additional funding is \$159,350, which is included in the Adopted Fiscal Year 2022-23 Budget, Budget Unit 700003 (KC SB 81 Project), Account 94105 (SB 81 Project). Agreement amendment number three will increase the amount from \$699,420 to a total amount of \$858,770.

**BACKGROUND:**

The Board approved Agreement 15-058.2 with Vanir Construction Management, Inc. (Vanir) on July 27, 2021. As the Juvenile Center project progressed during the construction phase, the project met unexpected delays through the State Fire Marshal’s review and approval process. Additionally, the general contractor has been experiencing various delays due to sourcing materials, labor shortages, and unforeseen conditions.

(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**

### **SENATE BILL 81 JUVENILE CENTER REMODEL PROJECT – CONTRACT AMENDMENT WITH VANIR CONSTRUCTION MANAGEMENT, INC.**

**September 13, 2022**

**Page 2 of 2**

One example is that the Fire Alarm and other security work could be delayed because of global component shortages (computer chips). Due to these delays, the projection for their original proposal have increased since their original proposal submission in 2015 therefore, requiring additional program management services during the construction phase to the completion of the project.

The SB-81 Project consists of remodel to and an expansion of the existing County's Branch Jail facility, which will build a new Juvenile Center and Juvenile Day Reporting Center. The remodel and new construction include housing, classrooms, program space, office space, and a day reporting center. The project includes 32-beds, classroom space, medical and programming space, a booking and intake control room, outdoor recreation, warming kitchen, and yard areas.

The project also includes, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; and fire protection systems, and all other necessary appurtenances. This will enable the facility to be better equipped to provide services to the entire juvenile population. The original estimated completion date was October 20, 2022, but now it is projected to be January 17, 2023. It is also anticipated that the occupancy date is April 18, 2023.

Staff requests approval of the Vanir's agreement amendment number three in order to move the project forward to completion.

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

**Agreement No. 15-058.3**

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE  
COUNTY OF KINGS AND VANIR CONSTRUCTION MANAGEMENT, INC.  
FOR CONSTRUCTION MANAGEMENT AND OTHER SERVICES RELATED  
TO THE SB 81 JUVENILE CENTER REMODEL PROJECT**

This third amendment (“Third Amendment”) to that Agreement commencing on June 23, 2015 and as amended on July 2, 2019 and July 27, 2021 (“Third Amendment”) is made on this 13<sup>th</sup> day of September, 2022 by and between the County of Kings (“County”) and Vanir Construction Management, Inc. (“Contractor”) (singularly a “Party” and collectively the “Parties”).

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

WHEREAS, the County and Contractor entered into that Agreement commencing on June 23, 2015, for construction management and other services related to the SB 81 Juvenile Center Remodel Project; and

WHEREAS, as set forth in Section 4.2, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify the Agreement to increase the amount of compensation to Consultant due to costs incurred because of project delays.

NOW, THEREFORE, the parties agree as follows:


1. Contractor shall be paid an additional \$159,350.00 to compensate Contractor in full for any and all additional services and costs incurred because of project delays.
2. The recitals and exhibits are integral to this Third Amendment and are incorporated herein.
3. All other terms and conditions of the Agreement shall remain in full force and effect.
4. The Parties may execute this Agreement by electronic means. The electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.
5. Each signatory to this MOU represents it is authorized to enter into this Agreement and bind the party to which its signature represents.

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

COUNTY OF KINGS

VANIR CONSTRUCTION  
MANAGEMENT, INC.

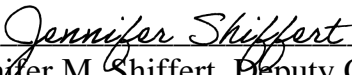
By: \_\_\_\_\_  
Joe Neves, Chairman  
Kings County Board of Supervisors

By:  \_\_\_\_\_  
James E. Smith, President

ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM  
Diane Freeman, Interim County Counsel

By:  \_\_\_\_\_  
Jennifer M. Shiffert, Deputy County Counsel





**Construction Management, Inc.**

2444 Main Street, Suite 130  
Fresno, CA 93721  
TEL 559-496-0536  
FAX 559-860-0173  
[www.vanir.com](http://www.vanir.com)

August 2, 2022

**Mrs. Kyria Martinez, Asst. CAO**

County of Kings

1400 W. Lacey Blvd.

Hanford, CA 93230

Email: [Kyria.Martinez@co.kings.ca.us](mailto:Kyria.Martinez@co.kings.ca.us)

**RE: Kings County Juvenile Detentions Remodel (SB 81) – Add Services Request, PM Service**

Dear Kyria,

Below is an Add Service Request (ASR) for the KC Juvenile Detentions Remodel. For justification of this ASR, I provide the following summary of our amendments:

1. VCM's amendment #02 for 15 mo's will run out of funds on September 30, 2022, yet the original contract completion was originally scheduled for November 1, 2022. (1 mo's shy of VCM's amendment).
2. Contractor has been experiencing various delays due to sourcing materials, labor shortages, unforeseen conditions, and State Fire Marshal delays. (3 mo's)
3. Construction closeout duration. (1 mo's)

As a result, our add services request is for 5 mo's, totaling **\$159,350.00**, which will coincide with the Contractor's expected completion.

Thank you for the opportunity to continue our service to the County. Should you have any questions, please contact me @ (559) 647-5708.

Sincerely,

**Vanir Construction Management, Inc.**

A handwritten signature in blue ink, appearing to read 'Roy Magdaleno', is written over a faint blue circular stamp or watermark.

Roy Magdaleno, CCM, Assoc. DBIA

*Sr. Project Director*

Cc: Jerry Avalos, Vice President/Area Manager, Vanir CM  
Michelle Parker, Business Development Manager, Vanir CM

**PROPOSED FEE SCHEDULE**

								Oct-22	Nov-22	Dec-22	Jan-23	Feb-23		
<b>Construction Phase Costs - Construction Management</b>														
Position	Rate	16	17	18	19	20		Total Hours	Total Cost					
Project Director	\$195	4	4	4	4	4	0	20	\$	3,900.00				
Sr. Construction Manager	\$170	168	168	168	168	168	0	840	\$	142,800.00				
Administrative Assistant	\$90	10	10	10	10	10	0	50	\$	4,500.00				
Estimator	\$160	0	0	0	0	0	0	0	\$	-				
Scheduler	\$160	8	8	8	8	8	0	40	\$	6,400.00				
<b>Total Cost</b>		\$31,520	\$31,520	\$31,520	\$31,520	\$31,520	\$0		\$	<b>157,600.00</b>				

**Construction Phase**  
**Subtotal** \$157,600

**Reimbursable Cost @**  
**\$350/month for duration**  
**=** \$1,750

**Total** \$159,350

Kings County SB 81 Project

Vanir CM

		Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22		
<b>Construction Phase Costs - Construction Management</b>																		
Position	Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Hours	Total Cost
Project Director - Roy Magdaleno	\$195	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	60	\$ 11,700.00
Sr. Construction Manager - Robert Sippel	\$170	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	2,520	\$ 428,400.00
Administrative Assistant	\$90	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	150	\$ 13,500.00
Estimator	\$160	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Scheduler	\$160	20	20	8	8	8	8	8	8	8	8	8	8	8	8	8	144	\$ 23,040.00
<b>Total Cost</b>		\$33,440	\$33,440	\$31,520	\$31,520	\$31,520	\$31,520	\$31,520	\$31,520	\$31,520	\$31,520	\$31,520	\$31,520	\$31,520	\$31,520	\$31,520		<b>\$476,640.00</b>

Construction Phase Subtotal **\$476,640**  
 Reimbursable Cost @ \$350/month for duration = **\$5,250**

<b>Total</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	\$481,890	\$479,920	\$205,000	\$274,920	\$206,970	\$686,890	\$481,890
	total fee needed to complete construction phase	from original contract	As of 1/23/21 Anticipated expended	As of 1/23/21 Anticipated expended	Anticipated Amendment to complete Construction	Anticipated Revised VANHR Contract Amount	Check
			B - C	B - C	A - D	D + E	F - E





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Administration – Edward D. Hill/Sarah Poots

**SUBJECT:** CLAIM FOR DAMAGES FOR JOSEPH MCCASLAND

**SUMMARY:**

**Overview:**

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

**Recommendation:**

**Deny the Claim for Damages filed by Joseph McCasland.**

**Fiscal Impact:**

None with this action.

**BACKGROUND:**

On July 13, 2022, a claim for damages was filed by Joseph McCasland claiming the County failed to ensure proper removal of a crosswalk creating a dangerous condition that caused the death of his descendent. After review of the claim, County Counsel's office finds that the County is not liable for any damages and there is no cognizable claim founded by Mr. McCasland. Pursuant to Government Code section 912.6, staff recommends your Board find that the claim is without merit and deny the claim.

**BOARD ACTION :**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 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 September 13, 2022

**SUBMITTED BY:** Administration – Edward Hill

**SUBJECT:** APPOINTMENTS TO THE KINGS COUNTY FISH & GAME ADVISORY COMMITTEE

**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 ten 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 Fish & Game Advisory committee they have received one request to move an alternate member to a vacated primary position, so there would be no change in the number of vacancies with this request today.

**Recommendation:**

**Appoint one member from alternate to primary member on the Kings County Fish & Game Advisory Committee.**

**Fiscal Impact:**

The transition of this member to a primary seat will not have a fiscal impact on the County but will allow the Committee to meet quorum.

**Advisory Board Statement:**

The Kings County Fish & Game Advisory Committee coordinator recommended the appointment of Abel Luevano today from alternate seat #3 to primary seat #2.

(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 FISH & GAME ADVISORY COMMITTEE**

**September 13, 2022**

**Page 2 of 2**

#### **BACKGROUND:**

The function of this Committee is to advise and report to the Board of Supervisors on fish and game issues relating to Kings County.

Criteria for appointment if a vacancy occurs: Applicants must reside in Kings County. The Committee consists of ten members in total; one primary member appointed by each of the five (5) Supervisors and one alternate member appointed by each of the five (5) Supervisors. Both the alternate and primary for each seat will have the same term expiration. A member appointed by a particular Supervisor need not reside in that Supervisor's district and it is not required that there be an Advisory Committee member from each Supervisorial District.

#### **Applicant transfer received:**

Abel Luevano – from seat #3 alternate to Seat #2 primary



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Behavioral Health – Lisa Lewis/UnChong Parry

**SUBJECT:** AGREEMENT WITH CALIFORNIA DEPARTMENT OF HEALTHCARE SERVICES FOR THE COUNTY MENTAL HEALTH PLAN CONTRACT

### **SUMMARY:**

#### **Overview:**

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with California Department of Health Care Services (DHCS) for the Mental Health Plan (MHP) contract for mental health services for term July 1, 2022- June 30, 2027.

#### **Recommendation:**

- a. Approve the agreement with the California Department of Health Care Services (DHCS) for the Mental Health Plan contract, retroactively effective from July 1, 2022, through June 30, 2027.
- b. Authorize the Director of Behavioral Health to sign the Agreement and any amendments with the California Department of Health Care Services.

#### **Fiscal Impact:**

There is no impact to the general fund or exchange of funds through this agreement. This agreement allows for the county to provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Kings County through realignment funding as well as to receive Mental Health Service Act (MHSA) funds.

### **BACKGROUND:**

Kings County's Mental Health Plan Contract with DHCS sets forth the conditions and requirements that the County must meet in order to receive MHSA and realignment funding for the provision of mental health services in the County.

(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**

### **AGREEMENT WITH CALIFORNIA DEPARTMENT OF HEALTHCARE SERVICES FOR THE COUNTY MENTAL HEALTH PLAN CONTRACT**

**September 13, 2022**

**Page 2 of 2**

The agreement is required by Welfare and Institutions Code (W&I) sections 5650(a), 5651, 5666, 5897, and Title 9, California Code of Regulations (CCR) section 3310 and states that the County shall adhere to program principles, and to the extent that funds are available, shall provide an array of treatment options in accordance with Welfare and Institutions Code sections 5600.2 through 5600.9.

The term of this agreement is retroactive effective July 1, 2022, through June 30, 2027. This item is being presented retroactively due to late receipt of this agreement from DHCS which did not occur until July 21, 2022, after the agreement term began.

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



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-20107

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Kings County Behavioral Health

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$0.00 (Zero Dollars and Zero Cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2 Pages
Exhibit A - Attachment 1	Organization and Administration	6 Pages
Exhibit A - Attachment 2	Scope of Services	10 Pages
+ Exhibit A - Attachment 3	Financial Requirements	5 Pages
+ Exhibit A - Attachment 4	Management Information Systems	3 Pages
+ Exhibit A - Attachment 5	Quality Improvement System	6 Pages
+ Exhibit A - Attachment 6	Utilization Management Program	3 Pages
+ Exhibit A - Attachment 7	Access and Availability of Resources	4 Pages
+ Exhibit A - Attachment 8	Provider Network	12 Pages
+ Exhibit A - Attachment 9	Documentation Requirements	1 Page
+ Exhibit A - Attachment 10	Coordination and Continuity of Care	3 Pages
+ Exhibit A - Attachment 11	Information Requirements	12 Pages

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-20107	PURCHASING AUTHORITY NUMBER (if Applicable)
------------------------------	---

Exhibits	Title	Pages
+ Exhibit A - Attachment 12	Beneficiary Problem Resolution	23 Pages
+ Exhibit A - Attachment 13	Program Integrity	7 Pages
+ Exhibit A - Attachment 14	Reporting Requirements	3 Pages
+ Exhibit A - Attachment 15	Peer Support Services	2 Pages
+ Exhibit B	Budget Detail and Payment Provisions	6 Pages
+ Exhibit C *	General Terms and Conditions (04/2017)	
+ Exhibit D(F)	Special Terms and Conditions (Notwithstanding Provisions 2, 3, 4, 6, 8, 13, 15, 23, 26, 30, and 31 which do not apply to this agreement.)	39 Pages
+ Exhibit E	Additional Provisions	17 Pages
+ Exhibit E Attachment 1	Definitions	6 Pages
+ Exhibit E Attachment 2	Service Definitions	6 Pages
+ Exhibit F	Privacy and Security Provisions	6 Pages

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

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

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

**CONTRACTOR**

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

Kings County Behavioral Health

CONTRACTOR BUSINESS ADDRESS

460 Kings County Drive, Suite 101

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Lisa D. Lewis, PhD

TITLE

Behavioral Health Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: 4260-2220107

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-20107	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Ave, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 14703

**Exhibit A  
SCOPE OF WORK**

**1. Service Overview**

The Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Kings County within the scope of services defined in this contract.

**2. Service Location**

The services shall be performed at all contracting and participating facilities of the Contractor.

**3. Service Hours**

The services shall be provided on a 24-hour, seven (7) days a week basis.

**4. Project Representatives**

A. The project representatives during the term of this contract will be:

<p><b>Department of Health Care Services</b> Erika Cristo Telephone: (916) 713-8546 Email: <a href="mailto:Erika.Cristo@dhcs.ca.gov">Erika.Cristo@dhcs.ca.gov</a></p>	<p><b>Kings County Behavioral Health</b> UnChong Parry, Deputy Director Telephone: 559-212-5438 Fax: 559-589-6916 Email: <a href="mailto:Unchong.parry@co.kings.ca.us">Unchong.parry@co.kings.ca.us</a></p>
---	---

B. Direct all inquiries to:

<p><b>Department of Health Care Services</b> Medi-Cal Behavioral Health Division/Program Policy Section Attention: Dee Taylor 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 713-8509 Email: <a href="mailto:Dee.Taylor@dhcs.ca.gov">Dee.Taylor@dhcs.ca.gov</a></p>	<p><b>Kings County Behavioral Health</b> Attention: UnChong Parry 460 Kings County Dr. #101 Hanford, CA 93230 Telephone: 559-212-5438 Fax: 559-589-6916 Email: <a href="mailto:Unchong.parry@co.kings.ca.us">Unchong.parry@co.kings.ca.us</a></p>
--	---

**Exhibit A**  
**SCOPE OF WORK**

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.

**5. General Authority**

This Contract is entered into in accordance with the Welfare and Institutions (Welf. & Inst.) Code § 14680 through §14727. Welf. & Inst. Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and Kings County Behavioral Health agrees to operate the Mental Health Plan (MHP) for Kings County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

**6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990**

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

**7. Services to be Performed**

See Exhibit A, Attachments 1 through 15 for a detailed description of the services to be performed.



**Exhibit A – Attachment 1**  
**ORGANIZATION AND ADMINISTRATION**

**1. Implementation Plan**

The Contractor shall comply with the provisions of the Contractor's Implementation Plan as approved by the Department, including the administration of beneficiary problem resolution processes. (California Code of Regulations (Cal. Code Regs.) Title (tit.) 9, §§ 1810.310, 1850.205-1850.208.) The Contractor shall obtain written approval by the Department prior to making any changes to the Implementation Plan as approved by the Department. The Contractor may implement the changes if the Department does not respond in writing within thirty calendar (30) days. (Cal. Code Regs. tit. 9, § 1810.310(c)(5).)

**2. Prohibited Affiliations**

- A. The Contractor shall not knowingly have any prohibited type of relationship with the following:
- 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
  - 2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
- B. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. 1320a-7), 1128A (42 U.S.C. 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2))\_of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
- C. The Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
- 1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

**Exhibit A – Attachment 1  
ORGANIZATION AND ADMINISTRATION**

- 2) A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
  - 3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
  - 4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
  - 5) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
  - 6) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
- D. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)

**3. Delegation**

Unless specifically prohibited by this contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the Department, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor. (42 C.F.R. § 438.230(b)(1).)

**4. Subcontracts**

- A. This provision is a supplement to provision number five (Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this contract. As allowed by provision five in Exhibit D(F), the Department

**Exhibit A – Attachment 1**  
**ORGANIZATION AND ADMINISTRATION**

hereby, and until further notice, waives its right to prior approval of subcontracts and approval of existing subcontracts.

- B. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under this contract are carried out. (42 C.F.R. § 438.230(b).)
- C. All subcontracts shall be in writing.
- D. All subcontracts for inpatient and residential services shall require that subcontractors maintain necessary licensing and certification or mental health program approval.
- E. Each subcontract shall contain:
  - 1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)
  - 2) The subcontractor's agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)
  - 3) Subcontractor's agreement to submit reports as required by the Contractor and/or the Department.
  - 4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.
  - 5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.
  - 6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)
  - 7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.
  - 8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies

**Exhibit A – Attachment 1**  
**ORGANIZATION AND ADMINISTRATION**

permitted by state or federal law when the Department or the Contractor determine that the subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

- 9) The nondiscrimination and compliance provisions of this contract.
- 10) A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)
- 11) Subcontractor shall maintain books and records of its work pursuant to its subcontract, in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect. Subcontractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the Contractor.
- 12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified.
- 13) Subcontractor's agreement to hold harmless both the State and beneficiaries in the event the Contractor cannot or does not pay for

**Exhibit A – Attachment 1**  
**ORGANIZATION AND ADMINISTRATION**

services performed by the subcontractor pursuant to the subcontract.

- 14) Subcontractor's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

**5. Accreditation Status**

- A. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. 438.332(a).)
- B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
  - 1) Its accreditation status, survey type, and level (as applicable);
  - 2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
  - 3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

**6. Conflict of Interest**

- A. The Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).)
- B. The Contractor's officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)
- C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason



**Exhibit A – Attachment 1  
ORGANIZATION AND ADMINISTRATION**

to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. §§ 438.3(f)(2).)

- 1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs., tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)
- 2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)

D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)

- 1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

**1. Criteria for Beneficiaries to Access Specialty Mental Health Services**

Effective January 1, 2022, the Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below, update the Contractor's policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, the Contractor shall update beneficiary handbooks, manuals, and related materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected in all materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services.(BHIN 21-073).

A. Pursuant to Welf. & Inst. Code section 14184.402(a) the following definitions of "medical necessity" or "medically necessary" apply:

- 1) For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5
- 2) For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services needed to correct and ameliorate mental illness and conditions. Federal guidance from the Centers for Medicare & Medicaid Services makes it clear that services need not be curative or restorative to ameliorate a mental health condition. All mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services as established in W&I Code section 14184.402(b) that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition are thus medically necessary and covered as EPSDT services and the Contractor shall cover them for beneficiaries who meet the criteria for access to the specialty mental health delivery system.

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary's presenting condition.

**B. Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System**

For beneficiaries 21 years of age or older, the Contractor shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

1. The beneficiary has one or both of the following:
  - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities
  - b. A reasonable probability of significant deterioration in an important area of life functioning

AND

2. The beneficiary's condition as described in paragraph (1) is due to either of the following:
  - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
  - b. A suspected mental disorder that has not yet been diagnosed

**C. Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System**

For enrolled beneficiaries under 21 years of age, Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria:

- 1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

2) The beneficiary meets both of the following requirements in a and b below:

a. The beneficiary has at least one of the following:

- i. A significant impairment
- ii. A reasonable probability of significant deterioration in an important area of life functioning
- iii. A reasonable probability of not progressing developmentally as appropriate
- iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide

AND

b. The beneficiary's condition as described in subparagraph (A) is due to one of the following:

- i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
- ii. A suspected mental health disorder that has not yet been diagnosed
- iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional

**2. Provision of Services**

A. The Contractor shall provide or arrange, and pay for, the following medically necessary covered specialty mental health services to beneficiaries who meet access criteria for receiving specialty mental health services. See Exhibit E, Attachment 2, Service Definitions, for detailed descriptions of the specialty mental health services listed below:

- 1) Mental health Services;

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

- 2) Medication Support Services;
- 3) Day Treatment Intensive;
- 4) Day Rehabilitation;
- 5) Crisis Intervention;
- 6) Crisis Stabilization;
- 7) Adult Residential Treatment Services;
- 8) Crisis Residential Treatment Services;
- 9) Psychiatric Health Facility Services;
- 10) Intensive Care Coordination (for beneficiaries under the age of 21);
- 11) Intensive Home Based Services (for beneficiaries under the age of 21);
- 12) Therapeutic Behavioral Services (for beneficiaries under the age of 21);
- 13) Therapeutic Foster Care (for beneficiaries under the age of 21);
- 14) Psychiatric Inpatient Hospital Services;
- 15) Targeted Case Management;
- 16) Peer Support Services (If the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Attachment 15); and
- 17) For beneficiaries under the age of 21, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welf. & Inst. Code 14184.402 (d)).



**Exhibit A – Attachment 2**  
**SCOPE OF SERVICES**

- B. Medi-Cal Managed Care Plan beneficiaries receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency - that the beneficiaries receive medical/surgical benefits, in compliance with 42 C.F.R. 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient specialty mental health services, as provided for in this Contract and as required pursuant to section 1396d(r) of Title 42 of the United States Code, as prescription drug and emergency benefits are provided through other delivery systems.
- C. Services shall be provided, in accordance with the State Plan, to beneficiaries, who meet criteria to access SMHS, documented in accordance with state and federal requirements.
- D. The Contractor shall provide or arrange and pay for all medically necessary covered specialty mental health services in a sufficient amount, duration, and scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered specialty mental health service solely because of diagnosis, type of illness, or condition of the beneficiary. The Contractor may deny services based on Welfare and Institutions Code sections 14184.402, subdivisions (a), (c), and (d), 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(2) and (3).)
- E. The Contractor shall make all medically necessary covered specialty mental health services available in accordance with Cal. Code-Regs., tit. 9, sections 1810.345, 1810.350 and 1810.405, and 42 Code of Federal Regulations part 438.210.
- F. The Contractor shall provide second opinions from a network provider, or arrange for the beneficiary to obtain a second opinion outside the network, at no cost to the beneficiary. (42 C.F.R § 438.206(b).) At the request of a beneficiary when the Contractor or its network provider has determined that the beneficiary is not entitled to specialty mental health services due to not meeting the criteria for access to SMHS, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)

**Exhibit A – Attachment 2**  
**SCOPE OF SERVICES**

- G. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with Cal. Code-Regs., tit. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).

**3. Requirements for Day Treatment Intensive and Day Rehabilitation**

- A. The Contractor shall require providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with Information Notice 22-016 and any subsequent departmental notices.
- B. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of Cal. Code Regs., tit. 9, §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.
- C. The Contractor shall require that providers include, at a minimum, the following day treatment intensive and day rehabilitation service components:
- 1) Therapeutic milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children and adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.
  - 2) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with their problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies to resolve behavioral and emotional problems. Day rehabilitation

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

may include psychotherapy instead of process groups, or in addition to process groups.

- 3) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.
- 4) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs.

D. Day treatment intensive shall additionally include:

- 1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.

**Exhibit A – Attachment 2  
SCOPE OF SERVICES**

- 2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.
  - 3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.
- E. Staffing Requirements. Staffing ratios shall be consistent with the requirements in Cal. Code Regs., tit. 9, section 1840.350, for day treatment intensive, and Cal. Code Regs., tit. 9 section 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.
- a. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).
  - b. The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.
  - c. The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day

**Exhibit A – Attachment 2**  
**SCOPE OF SERVICES**

rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

- F. The Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the beneficiary is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the beneficiary's need for the day rehabilitation or day treatment intensive program and takes appropriate action.
- G. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 22-019.
- H. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult beneficiary, or one contact per month with the legally responsible adult for a beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the beneficiary's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- I. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the written program description for compliance with this section with prior to the date the provider begins delivering day treatment intensive or day rehabilitation.



**Exhibit A – Attachment 2**  
**SCOPE OF SERVICES**

- J. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:
- a. A half day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.
  - b. A full-day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.
  - c. Although the beneficiary must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.
  - d. The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

**4. Therapeutic Behavioral Services**

Therapeutic Behavioral Services (TBS) are specialty mental health services covered as Early and Periodic Screening, Diagnostic and Treatment (EPSDT). (Cal. Code Regs., tit. 9, § 1810.215.) TBS are intensive, one-to-one services designed to help beneficiaries and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS is described in the Department of Mental Health Information Notice 08-38.

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

**1. Provider Compensation**

The Department shall ensure that no payment is made to a network provider other than by the Contractor for services covered under this agreement, except when these payments are specifically required to be made by the Department in Title XIX of the Act, in 42 CFR chapter IV. (42 C.F.R. § 438.60.)

**2. Payments for Indian Health Care Providers**

- A. The Contractor shall make payment to all Indian Health Care Providers (IHCPs) (42 CFR 438.14(a)) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 §§ C.F.R. 447.45 and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. 438.14(b)(2).)
- B. The Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHPC would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)
- C. The Contractor shall comply with guidance issued by DHCS regarding Payments for Indian Health Care Providers.

**3. Prohibited Payments**

- A. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. section 1396b(i)(2).)
- B. In accordance with Section 1903(i) of the Social Security Act, the Contractor is prohibited from paying for an item or service:

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

- 1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
- 2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
- 3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
- 4) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

**4. Emergency Admission for Psychiatric Inpatient Hospital Services**

The Contractor shall comply with Cal.Code Regs. Tit. 9 § 1820.225 regarding emergency admission for psychiatric inpatient hospital services regarding authorization and payment for both contract and non-contract hospitals.

**5. Audit Requirements**

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

**6. Cost Reporting**

- A. The Contractor shall submit a fiscal year-end cost report no later than December 31 following the close of each fiscal year, in accordance with the Welf. & Inst. Code § 14705(c), unless that date is extended by the Department, and/or guidelines established by the Department. Data submitted shall be full and complete and the cost report shall be certified by the Contractor's Mental Health Director and one of the following: (1) the

**Exhibit A – Attachment 3**  
**FINANCIAL REQUIREMENTS**

Contractor's chief financial officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to, the Contractor's chief financial officer, or (3) the Contractor's auditor-controller, or equivalent. The cost report shall include both the Contractor's costs and the cost of its subcontractors, if any. The cost report shall be completed in accordance with instructions contained in the Department's Cost and Financial Reporting System Instruction Manual which can be accessed through the Department's Information Technology Web Services (ITWS) for the applicable year, as well as any instructions that are incorporated by reference thereto; however, to the extent that the Contractor disagrees with such instructions, it may raise that disagreement in writing with the Department at the time the cost report is filed, and shall have the right to appeal such disagreement pursuant to procedures developed under the Welf. & Inst. Code § 14171.

- B. In accordance with Welf. & Inst. Code § 5655, the Department shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the Department, the Department, in accordance with Welf.& Inst. Code § 14197.7(o)(1), may withhold payments of additional funds until the cost report that is due has been submitted.
- C. Upon receipt of an amended cost report, which includes reconciled units of service, and a certification statement that has been signed by the Contractor's Mental Health Director and one of the following: 1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county's auditor controller, or equivalent, the Department shall preliminarily settle the cost report. After completing its preliminary settlement, the Department shall so notify the Contractor if additional FFP is due to the Contractor. The Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority. If funds are due to the State, the Department shall invoice the Contractor and the Contractor shall return the overpayment to the Department.

**7. Recovery of Overpayments**

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

- A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)
- B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)
- C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).)

**8. Physician Incentive Plans**

- A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a subcontractor (Cal. Code Regs. tit. 9, § 1810.438(h).).
  - 1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. §§ 422.208 and 422.210.
  - 2) Specific payment can be made directly or indirectly under a Physician Incentive Plan to a physician or physician group as an



**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

inducement to reduce or limit medically necessary services furnished to a beneficiary. (42 C.F.R. § 422.208(c)(1).)

- 3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection to individual physicians and conduct annual beneficiary surveys. (42 C.F.R. §§ 422.208(c)(2).)
- 4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

**9. Financial requirements**

- A. The Contractor shall not impose financial requirements or cumulative financial requirements, as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.

**10. ICD- 10**

- A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or current edition, as the clinical tool to make diagnostic determinations.
- ~~B.~~ Once a DSM-5 mental health disorder diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10), or current edition. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP).

**Exhibit A – Attachment 4  
MANAGEMENT INFORMATION SYSTEMS**

**1. Health Information Systems**

- A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)
- B. The Contractor's health information system shall, at a minimum:
- 1) Collect data on beneficiary and provider characteristics as specified by the Department, and on services furnished to beneficiaries as specified by the Department; (42 C.F.R. § 438.242(b)(2).)
  - 2) Ensure that data received from providers is accurate and complete by:
    - a. Verifying the accuracy and timeliness of reported data, including data from network providers compensated on the basis of capitation payments; (42 C.F.R. § 438.242(b)(3)(i).)
    - b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii).)
    - c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii).)
  - 3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4).)

**Exhibit A – Attachment 4  
MANAGEMENT INFORMATION SYSTEMS**

- B. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (Cal. Code Regs., tit. 9, § 1810.376(c).)

**2. Encounter Data**

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

**3. MEDSLITE ACCESS**

The Contractor shall perform the following:

- A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.

**Exhibit A – Attachment 4**  
**MANAGEMENT INFORMATION SYSTEMS**

- B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Agreement. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Agreement.
- C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Agreement. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.
- D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged between Contractor Name and the DHCS.
- E. During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Section 17 of Exhibit F, the Privacy and Security Provisions of this Agreement.
- F. In order to enforce this MEDSLITE ACCESS provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

**1. Quality Assessment and Performance Improvement**

- A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)
- B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
- C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)
- D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)
- E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of beneficiary grievances.
- F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)
- G. The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:



**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

- 1) Surveying beneficiary/family satisfaction with the Contractor's services at least annually;
  - 2) Evaluating beneficiary grievances, appeals and State Hearings at least annually; and
  - 3) Evaluating requests to change persons providing services at least annually.
  - 4) The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.
- H. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.
- I. The Contractor shall implement mechanisms to address meaningful clinical issues affecting beneficiaries system-wide.
- J. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.
- K. The Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.

**2. Quality Improvement (QI) Work Plan**

- G. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:
- 1) Evidence of the monitoring activities including, but not limited to, review of beneficiary grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5) and 42 C.F.R. § 438.416(a);

**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

- 2) Evidence that QI activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and beneficiary service;
- 3) A description of completed and in-process QI activities, including performance improvement projects. The description shall include:
  - a. Monitoring efforts for previously identified issues, including tracking issues over time;
  - b. Objectives, scope, and planned QI activities for each year; and,
  - c. Targeted areas of improvement or change in service delivery or program design.
- 4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and
- 5) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.

**3. Quality Improvement (QI) Committee and Program**

- A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its beneficiaries.
- B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to beneficiaries. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

- C. The QI Program shall be accountable to the Contractor's Director as described in Cal. Code Regs., tit. 9, § 1810.440(a)(1).
- D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (Cal. Code. Regs., tit. 9, § 1810.440(a)(4).)
- E. The QI Program shall include active involvement in the planning, design and execution of the QI Program by the Contractor's practitioners and providers, beneficiaries who have accessed specialty mental health services through the Contractor, family members, legal representatives, or other persons similarly involved with beneficiaries as described in Cal. Code. Regs., tit. 9, § 1810.440(a)(2)(A-C).
- F. QI activities shall include:
  - 1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;
  - 2) Identifying opportunities for improvement and deciding which opportunities to pursue;
  - 3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;
  - 4) Obtaining input from providers, beneficiaries and family members in identifying barriers to delivery of clinical care and administrative services;
  - 5) Designing and implementing interventions for improving performance;
  - 6) Measuring effectiveness of the interventions;
  - 7) Incorporating successful interventions into the Contractor's operations as appropriate; and

**Exhibit A – Attachment 5**  
**QUALITY IMPROVEMENT SYSTEM**

- 8) Reviewing beneficiary grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5).

**4. External Quality Review**

The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

**5. Performance Improvement Projects**

- A. The Contractor shall conduct a minimum of two Performance Improvement Projects (PIPs) per year, including any PIPs required by DHCS or CMS. DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:
  - 1) Be designed to achieve significant improvement, sustained over time, in health outcomes and beneficiary satisfaction;
  - 2) Include measurement of performance using objective quality indicators;
  - 3) Include implementation of interventions to achieve improvement in the access to and quality of care;
  - 4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and,
  - 5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2).)
- B. The Contractor shall report the status and results of each performance improvement project to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

**Exhibit A – Attachment 5  
QUALITY IMPROVEMENT SYSTEM**

**6. Practice Guidelines**

- A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and Cal. Code Regs., tit. 9, § 1810.326)
- B. Such guidelines shall meet the following requirements:
  - 1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
  - 2) They consider the needs of the beneficiaries;
  - 3) They are adopted in consultation with network providers; and
  - 4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)
- C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries. (42 C.F.R. § 438.236(c).)
- D. The Contractor shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d))

**Exhibit A – Attachment 6  
UTILIZATION MANAGEMENT PROGRAM**

**1. Utilization Management**

- A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that beneficiaries have appropriate access to specialty mental health services as required in Cal. Code Regs., tit. 9, section 1810.440(b)(1)-(3).
- B. The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal beneficiaries prospectively or retrospectively.
- C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary. (42 C.F.R. § 438.210(e).)
- D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to SMHS and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(i), (ii)(A).)
- E. The Contractor shall not impose quantitative treatment limitations, aggregate lifetime or annual dollar limits as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.
- F. The Contractor shall not impose non-quantitative treatment limitations for specialty mental health services in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, subpart K. (42 C.F.R. § 438.910(d).)
- G. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.



**Exhibit A – Attachment 6  
UTILIZATION MANAGEMENT PROGRAM**

**2. Service Authorization**

- A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with Behavioral Health Information Notices (BHINs) 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, and any applicable state and federal regulations. (42 C.F.R. § 438.910(d).) The Contractor shall:
- 1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)
  - 2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions, and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)
  - 3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the beneficiary's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)
  - 4) Notify the requesting provider and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The beneficiary's notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph I and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph G.
- B. The Contractor shall comply with authorization timeframes in accordance with BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

**Exhibit A – Attachment 6  
UTILIZATION MANAGEMENT PROGRAM**

- C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department upon request), and documents, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(2))
  
- D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).
  
- E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225).
  
- D. The Contractor shall define service authorization request in a manner that at least includes a beneficiary's request for the provision of a service. (42 C.F.R. § 431.201)

**Exhibit A – Attachment 7**  
**ACCESS AND AVAILABILITY OF SERVICES**

**1. Beneficiary Enrollment**

- A. Medi-Cal eligible beneficiaries are automatically enrolled in the single MHP in their county. (1915(b) waiver, § A, part I, para. C, p. 31.)
- B. The Contractor shall be responsible for providing or arranging and paying for specialty mental health services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (Cal. Code Regs. tit. 9, §1810.228.) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)
- C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (42 C.F.R. § 438.3(d)(3).)
- D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)

**2. Cultural Competence**

- A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

**Exhibit A – Attachment 7**  
**ACCESS AND AVAILABILITY OF SERVICES**

- B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)

**3. Out-of-Network Services**

- A. If the Contractor's provider network is unable to provide necessary services, covered under this Contract, to a particular beneficiary, the Contractor shall adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them. (42 C.F.R. § 438.206(b)(4).)
- B. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the beneficiary for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with Cal. Code Regs., tit. 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)
- C. The Contractor shall comply with the requirements of Cal. Code Regs., tit. 9, section 1830.220 regarding providing beneficiaries access to out-of-network providers when a provider is available in Contractor's network.
- D. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with title 42 of the Code of Federal Regulations, section 438.910(d)(3).

**4. Foster Children Placed Out-of-County**

- A. In accordance with Welf. & Inst. Code 14717.1, the Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children residing in the Contractor's county, who are placed outside of their counties of origin, unless a presumptive transfer waiver is in place. The Contractor shall follow the Mental Health and Substance Use Disorder Services Information Notices pertaining to Presumptive Transfer for Foster\_Children Placed Out of County (Mental Health and Substance Use Disorder

**Exhibit A – Attachment 7**  
**ACCESS AND AVAILABILITY OF SERVICES**

(MHSUDS) IN 17-032, 18-027, BHIN 19-041, and any subsequent Information Notices). These Information Notices include standardized templates that the Contractor may use or adapt to the Contractor's needs.

- B. The Contractor shall accept a completed mental health assessment from the foster child's county of origin mental health plan. The Contractor may conduct additional assessments if the foster child's needs change or an updated assessment is needed to determine the child's needs and identify the needed treatment and services to address those needs.
  - C. When a request for a presumptive transfer waiver has been made for a foster child from the Contractor's county who is being placed outside of the Contractor's county, the Contractor shall continue to provide medically necessary specialty mental health services to that foster child until a presumptive transfer waiver determination has been made.
  - D. The Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children originally from the Contractor's county who are residing outside of the Contractor's county, if a presumptive transfer waiver is in place.
5. Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)
- A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 16125.)
  - B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the

**Exhibit A – Attachment 7**  
**ACCESS AND AVAILABILITY OF SERVICES**

- county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 11376.)
- C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (Welf. & Inst. Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (Welf. & Inst. Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract.
- D. The Contractor shall comply with timelines specified in Cal. Code Regs., tit. 9, § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

**6. Indian Beneficiaries**

The Contractor shall permit an Indian beneficiary who is eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, to choose that IHCP as their provider, as long as that provider has capacity to provide the services. (42 C.F.R. § 438.14(b)(3).) The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the contract from such providers for Indian beneficiaries who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county. If the Contractor does not contract with a IHCP in the Contractor's county, the Contractor must submit a written explanation to the Department of why it failed to contract with that IHCP, with supporting documentation as provided for in BHIN 21-023. The Contractor shall permit Indian beneficiaries to obtain covered services from out-of-network IHCPs if the beneficiaries are otherwise eligible to receive such services. (42 C.F.R. § 438.14(b)(4).) The Contractor shall permit an out-of-network IHCP to refer an Indian beneficiary to a network provider. (42 C.F.R. § 438.14(b)(6).)



**Exhibit A – Attachment 8  
PROVIDER NETWORK**

**1. Enrollment and Screening**

- A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b).)
- B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120 day period without enrollment of the provider, and notify affected beneficiaries. (42 C.F.R. § 438.602(b)(2).)

**2. Assessment of Capacity**

- A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its beneficiaries. This includes monitoring the number, type, and geographic distribution of mental health services within the Contractor's delivery system.
- B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number, timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

**3. Network Adequacy**

- A. The Contractor shall ensure that all services covered under this Contract are available and accessible to beneficiaries in a timely manner (42 C.F.R. § 438.206(a)).
- B. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide adequate access to all services covered under this contract for all beneficiaries, including those with limited English proficiency or physical or mental disabilities. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

- C. The Contractor shall adhere to, in all geographic areas within the county, the time and distance standards for adult and pediatric mental health providers, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (b)(1)(iii), (3), 438.206(a); Welf. & Inst. Code § 14197.)
- D. The Contractor may submit to the Department a request for Alternate Access Standards. The Department will evaluate requests and grant appropriate exceptions to the state developed standards, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (d), 438.206(a); Welf. & Inst. Code § 14197).
- E. The Contractor shall comply with all network adequacy standards developed by the Department to implement 42 C.F.R. §§ 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department.

**4. Timely Access**

- A. Timely Access. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall:
  - 1) Meet and require its providers to meet standards for timely access to care and services, taking into account the urgency of need for services, pursuant to Welf. & Inst. Code section 14197(d), as specified in BHIN 21-023 and its enclosures, or in subsequent, guidance issued by the Department.
  - 2) Comply with the timeliness standards specified in Cal. Code Regs., tit. 9, section 1810.405(c) and Welf. & Inst. Code § 14717.1. Those standards apply to out-of-plan services, as well as in-plan services.
  - 3) Require subcontracted providers to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.

- 4) Make services available to beneficiaries 24 hours a day, 7 days a week, when medically necessary.
- 5) Establish mechanisms to ensure that network providers comply with the timely access requirements;
- 6) Monitor network providers regularly to determine compliance with timely access requirements;
- 7) Take corrective action if there is a failure to comply with timely access requirements by a network provider.

**5. Documentation of Network Adequacy**

- A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected enrollment in its service area in accordance with BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); Welf. & Inst. Code section 14197(f).)
- B. The Contractor shall submit documentation to the Department, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department to demonstrate that it complies with the following requirements:
  - 1) Offers an appropriate range of specialty services that are adequate for the anticipated number of beneficiaries for the service area.
  - 2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of beneficiaries in the service area. (42 C.F.R. § 438.207(b).)

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- C. The Contractor shall submit the documentation at the times specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department, but no less frequently than the following:
- 1) At the time it enters into this Contract with the Department;
  - 2) On an annual basis; and
  - 3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:
    - a) Changes in services;
    - b) Changes in benefits;
    - c) Changes in geographic service area;
    - d) Changes in the composition of or payments to the Contractor's provider network; or
    - e) Enrollment of a new population in the Contractor's county. (42 C.F.R. § 438.207(c).);
    - f) The Contractor is required to notify DHCS by email of one of the listed changes at [MHSDFinalRule@dhcs.ca.gov](mailto:MHSDFinalRule@dhcs.ca.gov).
- D. The Contractor shall include details regarding the change and the Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

**6. Choice of Provider**

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

The Contractor shall provide a beneficiary's choice of the person providing services to the extent possible and appropriate consistent with Cal. Code Regs., tit. 9, §1830.225 and 42 Code of Federal Regulations part 438.3(l).

**7. Provider Selection**

- A. The Contractor shall have written policies and procedures for selection and retention of providers. (42 C.F.R. § 438.214(a).)
- B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)
- C. In all subcontracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)
- D. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act. (42 C.F.R. § 438.214(d).)
- E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)
- F. The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)
- G. Paragraphs A-F, above, may not be construed to:
  - 1) Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its beneficiaries;

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or
  - 3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to beneficiaries. (42 C.F.R. § 438.12(b).)
- H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by paragraph C. (42 C.F.R. § 438.206(b)(6))
- I. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in Cal. Code Regs., tit. 9, § 1810.435.
- J. The Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (Cal. Code Regs., tit. 9, § 1840.314(d).)
- K. The Contractor is not located outside of the United States. (42 C.F.R. § 602(i).)

**8. Provider Certification**

- A. The Contractor shall comply with Cal. Code Regs., tit. 9, section 1810.435, in the selection of providers and shall review its providers for continued compliance with standards at least once every three years.
- B. The Contractor shall comply with the provisions of 42 Code of Federal Regulations, sections parts 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.
- C. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.



**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- D. The Contractor shall certify, or use another mental health plan's certification documents to certify, the organizational providers that subcontract with the Contractor to provide covered services in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by Cal. Code Regs., tit. 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.
- E. The Contractor may allow an organizational provider to begin delivering covered services to beneficiaries at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider's request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to beneficiaries at the site.
- F. The Contractor may allow an organizational provider to continue delivering covered services to beneficiaries at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.
- G. The Contractor and/or the Department shall each verify through an on-site review that:
- 1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
  - 2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.
- 4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
- 5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.
- 6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Attachment 10; Exhibit 2, Attachment 2, Section 11 and Section 13 Paragraph B; and applicable state and federal standards.
- 7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to beneficiaries, as described in Cal. Code Regs., tit. 9, sections 1840.344 through 1840.358, as appropriate and applicable.
- 8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- 9) The organizational provider's head or chief of service, as defined Cal. Code Regs., tit. 9, sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- 10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
  - a) All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

only by persons legally authorized to do so.

- b) Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
  - c) All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
  - d) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
  - e) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
  - f) A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
  - g) Policies and procedures are in place for dispensing, administering and storing medications.
- H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Attachment 2, Section 3 of this exhibit.
- I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Attachment 2, Section 3 of this exhibit.
- J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.
- K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

provided on the premises in accordance with the conditions of the clinic's license.

- L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:
- 1) The provider makes major staffing changes.
  - 2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).
  - 3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.
  - 4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
  - 5) There is a change of ownership or location.
  - 6) There are complaints regarding the provider.
  - 7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.
- M. The Contractor shall monitor the performance of its subcontractors on an ongoing basis for compliance with the terms of this contract and shall subject the subcontractors' performance to periodic formal review, at a minimum in accordance with the recertification requirements. If the Contractor identifies deficiencies or areas for improvement, the Contractor and the subcontractor shall take corrective action.
- N. In addition, Contractor may accept the certification of a provider by another Mental Health Plan, or by the Department, in order to meet the Contractor's obligations under Attachment 8, Sections 7 and 8. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another MHP.

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

**9. Provider Beneficiary Communications**

- A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waived, or registered professional, as defined in Cal. Code Regs., tit. 9, sections 1810.223 and 1810.254, who is acting within the lawful scope of practice, from advising or advocating on behalf of a beneficiary for whom the provider is providing mental health services for any of the following:
- 1) The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
  - 2) Information the beneficiary needs in order to decide among all relevant treatment options;
  - 3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and
  - 4) The beneficiary's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

**10. Provider Notifications**

- A. The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:
- 1) Beneficiary grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. 438.400 through 42 C.F.R. 438.424.
  - 2) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
  - 3) The availability of assistance to the beneficiary with filing grievances and appeals.
  - 4) The beneficiary's right to request a State Hearing after the Contractor has made a determination on a beneficiary's appeal, which is adverse to the beneficiary.

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 5) The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or State Hearing is pending if the final decision is adverse to the beneficiary.



**Exhibit A – Attachment 9  
DOCUMENTATION REQUIREMENTS**

1. Documentation Standards
  - A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department in BHIN 22-019.

**Exhibit A – Attachment 10**  
**COORDINATION AND CONTINUITY OF CARE**

1. Coordination of Care
  - A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
    - 1) Ensure that each beneficiary has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
    - 2) Coordinate the services the Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services the Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
    - 3) The Contractor shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
    - 4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
    - 5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
  - B. Consistent with the No Wrong Door policies set forth in W&I Code section 14184.402, the Contractor must cover the assessment and any SMHS provided during the assessment period for any beneficiary seeking care, even prior to the determination of a diagnosis, even prior to the

**Exhibit A – Attachment 10**  
**COORDINATION AND CONTINUITY OF CARE**

determination of whether SMHS access criteria set forth in W&I Code section 14184.402(b)(2) are met, and even if the beneficiary is later determined to need non-specialty mental health services (NSMHS) and/or SUD services and is referred to the Medi-Cal Fee For Service delivery system or a Managed Care Plan for NSMHS or to the County Department responsible for SUD treatment. Contractor must cover SMHS even if the service was not included in the client plan, and even if the beneficiary has a co-occurring mental health condition and SUD.

- C. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure beneficiaries seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code section 14184.402(h).
- D. If a beneficiary eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.
  - i. The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan serving the Contractor's beneficiaries to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.
  - ii. If a beneficiary is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when beneficiaries who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a beneficiary is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when beneficiaries who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a beneficiary

**Exhibit A – Attachment 10**  
**COORDINATION AND CONTINUITY OF CARE**

who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

- iii. The Contractor must develop and implement written policies and procedures to ensure that beneficiaries meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that beneficiaries meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools specific for children and youth) are referred by the Managed Care Plan to the Contractor.
- E. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's beneficiaries. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The MOU shall address how to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative. The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 21-034. (Cal. Code Regs., tit. 9, § 1810.370.)
- F. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, Mental Health and Substance Use Disorder Services Information Notice 18-059 and any Behavioral Health Information Notices issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this contract (42 C.F.R. § 438.62(b)(1)-(2).)

**Exhibit A – Attachment 11**  
**INFORMATION REQUIREMENTS**

**1. Basic Requirements**

- A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to beneficiaries. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for beneficiaries in easily understood language, format, and alternative formats that take into consideration the special needs of beneficiaries in compliance with 42 C.F.R. § 438.10(d)(6). The Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
- B. The Contractor shall provide the required information in this section to each beneficiary when first receiving specialty mental health services and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
- C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. § 438.10.)
- D. For consistency in the information provided to beneficiaries, the Contractor shall use the Department developed definitions for managed care terminology, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, provider, skilled nursing care, and urgent care. (42 C.F.R. 438.10(c)(4)(i).)
- E. The Contractor shall use Department developed model beneficiary handbooks and beneficiary notices that describe the transition of care policies for beneficiaries. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3).)
- F. Beneficiary information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
- 1) The format is readily accessible;
  - 2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;
  - 3) The information is provided in an electronic form which can be electronically retained and printed;

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 4) The information is consistent with the content and language requirements of this Attachment; and
  - 5) The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
- G. The Contractor shall have in place mechanisms to help beneficiaries and potential beneficiaries understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7).)

**2. Information Provided to Beneficiaries**

- A. The Contractor shall provide information to beneficiaries and potential beneficiaries including, at a minimum, all of the following:
- 1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii).)
  - 2) The mandatory enrollment process. (42 C.F.R. § 438.10(e)(2)(iii).)
  - 3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv).)
  - 4) Covered benefits, including:
    - a. Which benefits are provided by the Contractor; and,
    - b. Which, if any, benefits are provided directly by the State.
  - 5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi).)
  - 6) Any cost-sharing that will be imposed by the Contractor consistent with the State Plan. (42 C.F.R. §§ 438.10(e)(2)(vii); State Plan § 4.18.)
  - 7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards established in 42 Code of Federal Regulations part 438.68. (42 C.F.R. § 438.10(e)(2)(viii).)



**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix).)
  - 9) To the extent available, quality and performance indicators for the Mental Health Plan, including beneficiary satisfaction. (42 C.F.R. § 438.10(e)(2)(x).)
- B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each beneficiary who was seen on a regular basis by the terminated provider. The notice to the beneficiary shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1).)

**3. Language and Format**

- A. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii).)
- B. The Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the potential beneficiary or beneficiary at no cost. Written material that are critical to obtaining services include, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials. (42 C.F.R. § 438.10(d)(3).)
- C. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3).)
  - 1) The Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4).)

**Exhibit A – Attachment 11**  
**INFORMATION REQUIREMENTS**

- 2) Prevalent non-English language means a language identified as the primary language of 3,000 beneficiaries or five percent of the beneficiary population (whichever is lower) in the Contractor's service area as indicated on MEDs. (42 C.F.R. § 438.10(a), Cal. Code Regs., tit. 9, § 1810.410, subd. (a), para. (3).)
- D. The Contractor shall make auxiliary aids and services available upon request and free of charge to each beneficiary. (42 C.F.R. § 438.10(d)(3)-(4).) The Contractor shall also notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(ii)-(iii); Welf. & Inst. Code § 14727(a)(2).)
- E. The Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language. (42 C.F.R. § 438.10(d)(2), (4)-(5).) Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code § 14727(a)(1)-(2).)
- F. Nondiscrimination Notice and Taglines
- 1) The Contractor shall post (1) a Department-approved nondiscrimination notice and (2) language taglines in a conspicuously visible font size in English in the top 15 non-English languages in the State, and any other languages, as determined by the Department, explaining the availability of free language assistance services, including written translation and oral interpretation, and information on how to request auxiliary aids and services, including materials in alternative formats. The nondiscrimination notice and taglines, shall include the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit for obtaining these services, and shall be posted as follows:
- a) In conspicuous physical locations where the Contractor interacts with the public;
  - b) On the internet website published and maintained by the Contractor, in a manner that allows beneficiaries, prospective beneficiaries, and members of the public to easily locate the information; and

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- c) In the beneficiary handbook, all materials critical to obtaining services, and informational notices targeted to beneficiaries and members of the public (including notices of action). (42 C.F.R. § 438.10(d)(2)-(3); Welf. & Inst. Code, § 14727(b), (c)(1)-(2).)
- 2) The Contractor's nondiscrimination notice and language taglines must be in a conspicuously visible font size no smaller than 12 point. (42 C.F.R. § 438.10(d)(3), (d)(6)(ii).)
- 3) The Contractor shall provide information to all beneficiaries, prospective beneficiaries, and members of the public on how to file a Discrimination Grievance with:
  - a) The Contractor and the Department if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. (Welf. & Inst. Code § 14727(a)(4).)
  - b) The United States Department of Health and Human Services Office for Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability. (Welf. & Inst. Code § 14727(a)(5).)

**4. Handbook**

- A. The Contractor shall provide beneficiaries with a copy of the handbook and provider directory when the beneficiary first accesses services and thereafter upon request. (Cal. Code Regs., tit. 9, § 1810.360.)
- B. The Contractor shall ensure that the handbook includes the current toll-free telephone number(s) that provides information in threshold languages and is available twenty-four hours a day, seven days a week. (Cal. Code Regs., tit. 9, § 1810.405, subd. (d).)
- C. The beneficiary handbook shall include information that enables the beneficiary to understand how to effectively use the managed care program. This information shall include, at a minimum:

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i).)
- 2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii).)
  - a) The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii).)
  - b) Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(iv).)
  - c) Any restrictions on the beneficiary's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi).)
  - d) The extent to which, and how, beneficiaries may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii).)
  - e) Cost sharing, if any, consistent with the State Plan. (42 C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18.)
  - f) Beneficiary rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix).)
  - g) The process of selecting and changing the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(x).)
  - h) Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. §§ 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:
    - 1) The right to file grievances and appeals;

**Exhibit A – Attachment 11**  
**INFORMATION REQUIREMENTS**

- i. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a beneficiary believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights.
- 2) The requirements and timeframes for filing a grievance or appeal;
- 3) The availability of assistance in the filing process;
- 4) The right to request a State Hearing after the Contractor has made a determination on a beneficiary's appeal which is adverse to the beneficiary;
- 5) The fact that, when requested by the beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the beneficiary files an appeal or a request for State Hearing within the timeframes specified for filing, and that the beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the beneficiary. (42 C.F.R. § 438.10(g)(2)(xi).)
- i) How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)
- j) How to access auxiliary aids and services, including additional information in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii).)

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- k) The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to beneficiaries. (42 C.F.R. § 438.10(g)(2)(xiv).)
  - l) Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv).)
  - m) Additional information that is available upon request, includes the following:
    - 1) Information on the structure and operation of the Contractor.
    - 2) Physician incentive plans as set forth in 42 C.F.R. § 438.3(i). (42 C.F.R. § 438.10(f)(3).)
- D. The Contractor shall give each beneficiary notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4).)
- E. Consistent with 42 Code of Federal Regulations part 438.10(g)(3) and Cal. Code Regs., tit. 9, section 1810.360, subdivision (e), the handbook will be considered provided if the Contractor:
- 1) Mails a printed copy of the information to the beneficiary's mailing address before the beneficiary first receives a specialty mental health service;
  - 2) Mails a printed copy of the information upon the beneficiary's request to the beneficiary's mailing address;
  - 3) Provides the information by email after obtaining the beneficiary's agreement to receive the information by email;
  - 4) Posts the information on the Contractor's website and advises the beneficiary in paper or electronic form that the information is available on the internet and includes the applicable internet



**Exhibit A – Attachment 11**  
**INFORMATION REQUIREMENTS**

addresses, provided that beneficiaries with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,

- 5) Provides the information by any other method that can reasonably be expected to result in the beneficiary receiving that information. If the Contractor provides the handbook in-person when the beneficiary first receives specialty mental health services, the date and method of delivery shall be documented in the beneficiary's file.

**5. Provider Directory**

- A. The Contractor must follow the Department's provider directory policy, which the Department implemented via Mental Health and Substance Use Disorder Services Information Notice 18-020, and other applicable Mental Health and Substance Use Disorder Services Information Notices that may be issued subsequent to the effective date of this contract.
- B. The Contractor shall make provider directories available in electronic and paper form upon request, and ensure that the provider directories include the following information for all network providers, including each licensed, waived, or registered mental health provider employed by the Contractor, each provider organization or individual practitioner contracting with the Contractor, and each licensed, waived, or registered mental health provider employed by a provider organization to deliver Medi-Cal services:
  - 1) Information on the category or categories of services available from each provider. (42 C.F.R. § 438.10(h)(1)(v).)
  - 2) The names, any group affiliations, street addresses, telephone numbers, specialty, and website URLs of current contracted providers by category. (42 C.F.R. § 438.10(h)(1)(i)-(v).)
  - 3) The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office. (42 C.F.R. § 438.10(h)(1)(vii).)

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 4) Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment. (42 C.F.R. § 438.10(h)(1)(viii).)
  - 5) A means to identify which providers are accepting new beneficiaries. (42 C.F.R. § 438.10(h)(1)(vi).)
  - 6) Type of practitioner as appropriate.
  - 7) National Provider Identifier number.
  - 8) California License number and type of license.
  - 9) Whether the provider has completed cultural competence training.
- C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3).)
- D. Provider directories shall be made available on the Contractor's website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)

**6. Advance Directives**

- A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)
- B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)

**Exhibit A – Attachment 11**  
**INFORMATION REQUIREMENTS**

- C. The Contractor shall provide adult beneficiaries with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)
- D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)
- E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

**7. Beneficiary Rights**

- A. The parties to this contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. § 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.
- B. The Contractor shall have written policies regarding the beneficiary rights specified in this section and ensure that its staff, subcontractors, and providers take those rights into account when providing services, including the right to:
  - 1) Receive information in accordance with 42 C.F.R. § 438.10. (42 C.F.R. § 438.100(b)(2)(i).)
  - 2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)
  - 3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)
  - 4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)
  - 5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, 164.526.)
- 7) Be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3).)
- 8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or provider treats the beneficiary. (42 C.F.R. § 438.100(c).)

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

**1. General Provisions**

- A. The Contractor shall have a grievance and appeal system in place for beneficiaries. (42 C.F.R. §§ 438.228(a), 438.402(a); Cal. Code Regs., tit. 9, § 1850.205.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances, and shall include processes to collect and track information about them. The Contractor's beneficiary problem resolution processes shall include:
- 1) A grievance process;
  - 2) An appeal process; and,
  - 3) An expedited appeal process. (Cal. Code Regs., tit. 9, § 1850.205(b)(1)-(b)(3).)
- B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:
- 1) The Contractor shall ensure that each beneficiary has adequate information about the Contractor's problem resolution processes by taking at least the following actions:
    - a) Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's beneficiary booklet and providing the beneficiary handbook to beneficiaries as described in Attachment 11 of this contract. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(A).)
    - b) Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both beneficiaries and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the beneficiary has received a notice of adverse benefit determination. For the purposes of this Section, a Contractor provider site means any office or facility owned or operated

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

by the Contractor or a provider contracting with the Contractor at which beneficiaries may obtain specialty mental health services. (Cal. Code Regs., tit. 9, §§ 1850.205(c)(1)(B) and 1850.210.)

- c) Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that beneficiaries can access at all Contractor provider sites without having to make a verbal or written request to anyone. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(C).)
  - d) Give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a).)
- 2) The Contractor shall allow beneficiaries to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1).) The Contractor shall have only one level of appeal for beneficiaries. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a).)
  - 3) A beneficiary may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)
  - 4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the beneficiary is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3).)
  - 5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the beneficiary in writing. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); Cal. Code Regs., tit. 9, § 1850.205(d)(4).) Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor,



**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

- 6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the beneficiary and with the beneficiary's written consent to request an appeal, file a grievance, or request a State Hearing. (42 C.F.R. § 438.402(c)(1)(i)-(ii); Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 7) The Contractor shall allow a beneficiary's authorized representative to use the grievance, appeal, or expedited appeal processes on the beneficiary's behalf. (Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 8) At the beneficiary's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a beneficiary with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing specialty mental health services to the beneficiary requesting assistance, the Contractor shall identify another individual to assist that beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a).)
- 9) The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(c)(5).)
- 10) The Contractor's procedures for the beneficiary problem resolution processes shall maintain the confidentiality of each beneficiary's information. (Cal. Code Regs., tit. 9, § 1850.205(c)(6).)
- 11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

in the Contractor's Quality Improvement Program, as required by Cal. Code Regs., tit. 9, §1810.440(a)(5). (Cal. Code Regs., tit. 9, § 1850.205(c)(7).)

- 12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making, and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a).)
- 13) The Contractor shall ensure that individuals making decisions on the grievances and appeals of adverse benefit determinations, have the appropriate clinical expertise, as determined by the Department , in treating the beneficiary's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a).)
- 14) The Contractor shall provide the beneficiary a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the beneficiary of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in §438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4).)
- 15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the beneficiary or beneficiary's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a).)
- 16) The Contractor shall provide the beneficiary and their representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

connection with the appeal of the adverse benefit determination.  
(42 C.F.R. § 438.406(b)(5).)

- 17) The Contractor shall provide the beneficiary and their representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions, (42 C.F.R. § 438.408(b)-(c).) For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
- 18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the beneficiary or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3).)
- 19) The Contractor's beneficiary problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (Welf. & Inst. Code § 5520.)

## **2. Handling of Grievances and Appeals**

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

- A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); Cal. Code Regs., tit. 9, § 1850.205(d)(1).) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6).)

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the beneficiary. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (Cal. Code Regs., tit. 9, § 1850.205(d)(2).)
- C. Provide a staff person or other individual with responsibility to provide information requested by the beneficiary or the beneficiary's representative regarding the status of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(3).)
- D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(d)(5).)
- E. Provide notice, in writing, to any provider identified by the beneficiary or involved in the grievance, appeal, or expedited appeal of the final disposition of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(6).)
- F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

**3. Grievance Process**

The Contractor's grievance process shall, at a minimum:

- A. Allow beneficiaries to file a grievance either orally, or in writing at any time with the Contractor; (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i).)
- B. The Contractor shall provide to the beneficiary written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the beneficiary may contact about the grievance. The written acknowledgement to the beneficiary must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor, or

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

a network provider of the Contractor, that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

- C. Resolve each grievance as expeditiously as the beneficiary's health condition requires not to exceed 90 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).) The Contractor may extend the timeframe for processing a grievance by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor determines, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeframe, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and give the beneficiary written notice of the extension and the reasons for the extension within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if they disagree with the Contractor's decision (42 C.F.R. § 438.408(c)(2)(i)-(ii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)
  - D. The timeframe for resolving grievances related to disputes of a Contractor's decision to extend the timeframe for making an authorization decision shall not exceed 30 calendar days.
  - E. Provide written notification to the beneficiary or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the beneficiary, if they could not be contacted. (Cal. Code Regs., tit. 9, § 1850.206(c).)
  - F. Notify the beneficiary of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10.)
4. Discrimination Grievances
- A. For Discrimination Grievances:

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California’s Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.)
- 2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California’s Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.) The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
- 3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor must submit the following information regarding the complaint to the DHCS Office of Civil Rights (see California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B):
  - a) The original complaint.
  - b) The provider’s or other accused party’s response to the complaint.
  - c) Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.
  - d) Contact information for the beneficiary filing the complaint, and for the provider or other accused party that is the subject of the complaint.



**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- e) All correspondence with the beneficiary regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter sent to the beneficiary.
- f) The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

**5. Appeals Process**

- A. The Contractor's appeal process shall, at a minimum:
  - 1) Allow a beneficiary, or a provider or authorized representative acting on the beneficiary's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii).) The beneficiary may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii).);
  - 2) Require a beneficiary who makes an oral appeal that is not an expedited appeal, to subsequently submit a written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals, and confirmed in writing unless the beneficiary or the provider requests expedited resolution. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);
  - 3) Resolve each appeal and provide notice, as expeditiously as the beneficiary's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a); 42 C.F.R. § 438.408(b)(2).) The Contractor may extend the timeframe for processing an appeal by up to 14 calendar days, if the beneficiary requests an extension or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. 438.408(c)(1); 42 C.F.R. 438.408(b)(2).) If the Contractor extends the timeframes, the Contractor shall, for any extension not requested by the beneficiary,

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

make reasonable efforts to give the beneficiary prompt oral notice of the delay and notify the beneficiary of the extension and the reasons for the extension in writing within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if they disagree with the Contractor's decision. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires (42 C.F.R. § 438.408(c)(2)(i)-(iii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, §1810.230.5.);

- 4) Allow the beneficiary to have a reasonable opportunity to present evidence and testimony and make arguments of fact or law, in person and in writing (42 C.F.R. § 438.406(b)(4).);
  - 5) Provide the beneficiary and their representative the beneficiary's case file, including medical records, and any other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination , provided that there is no disclosure of the protected health information of any individual other than the beneficiary (42 C.F.R. § 438.406(b)(5).); and
  - 6) Provide the beneficiary and their representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
  - 7) Allow the beneficiary, their representative, or the legal representative of a deceased beneficiary's estate, to be included as parties to the appeal. (42 C.F.R. 438.406(b)(6).)
- B. The Contractor shall notify the beneficiary, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

minimum, meets applicable notification standards. (42 C.F.R. 438.408(d)(2)(i); 42 C.F.R. § 438.408(e); 42 C.F.R. 438.10.) The notice shall contain the following:

- 1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);
- 2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);
- 3) If the appeal is not resolved wholly in favor of the beneficiary, the notice shall also contain:
  - a) Information regarding the beneficiary's right to a State Hearing and the procedure for requesting a State Hearing, if the beneficiary has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and
  - b) Information on the beneficiary's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)
  - c) Inform the beneficiary that they may be liable for the cost of any continued benefits if the Contractor's adverse benefit determination is upheld in the hearing. (42 C.F.R. § 438.408(e)(2)(iii).)

**6. Expedited Appeal Process**

- A. "Expedited Appeal" is an appeal used when the mental health plan determines (for a request from the beneficiary) or the provider indicates (in making the request on the beneficiary's behalf or supporting the beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the beneficiary's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410.)
- B. The Contractor's expedited appeal process shall, at a minimum:

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- 1) Be used when the Contractor determines or the beneficiary and/or the beneficiary's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the beneficiary's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410(a).)
- 2) Allow the beneficiary to file the request for an expedited appeal orally without requiring the beneficiary to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)
- 3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a beneficiary's expedited appeal. (42 C.F.R. § 438.410(b).)
- 4) Inform beneficiaries of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments for an expedited appeal. The Contractor must inform beneficiaries of this sufficiently in advance of the resolution timeframe for the expedited appeal. (42 C.F.R. 438.406(b)(4); 42 C.F.R. 438.408(b)-(c).)
- 5) Resolve an expedited appeal and notify the affected parties in writing, as expeditiously as the beneficiary's health condition requires and no later than 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3).) The Contractor may extend this timeframe by up to 14 calendar days if the beneficiary requests an extension, or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeline for processing an expedited appeal not at the request of the beneficiary, the Contractor shall make reasonable efforts to give the beneficiary prompt oral notice of the delay, and notify the beneficiary of the extension and the reasons for the extension, in writing, within 2 calendar days of the determination to extend the timeline. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires. (42 C.F.R. § 438.408(c)(2)(i) - (iii); 42 C.F.R. §438.408(b)(3).) The written notice of the extension is not a

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

- 6) Provide a beneficiary with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the beneficiary and/or their representative. The written notice shall meet the requirements of Section 1850.207(h) of Title 9 of the California Code of Regulations. (42 C.F.R. § 438.408(d)(2); Cal. Code Regs., tit. 9, § 1850.207(h).)
- 7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:
  - a) Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.410(c)(1).)
  - b) Make reasonable efforts to give the beneficiary and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the beneficiary of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

**7. Contractor obligations related to State Hearing**

“State Hearing” means the hearing provided by the State to beneficiaries pursuant to sections 50951 and 50953 of Title 22 of the California Code of Regulations and section 1810.216.6 of Title 9 of the California Code of Regulations 1810.216.6:

- A. If a beneficiary requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the beneficiary and provider by the Contractor in its notice of decision or

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Beneficiaries and providers shall also be informed of the following:

- 1) A beneficiary may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)
- 2) If the Contractor fails to adhere to notice and timing requirements under § 438.408, the beneficiary is deemed to have exhausted the Contractor's appeals process, and the beneficiary may initiate a State Hearing. (42 C.F.R. 438.408(f)(1)(i); 42 C.F.R. 438.402(c)(1)(i)(A).)
- 3) The provider may request a State Hearing only if the Department permits the provider to act as the beneficiary's authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

**8. Expedited Hearing**

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the beneficiary or the beneficiary's provider certifies that following the 90 day timeframe for a State Hearing as established in 42 C.F.R. § 431.244(f)(1) would seriously jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); Cal. Code Regs., tit. 9, § 1810.216.4.)

**9. Continuation of Services**

- A. A beneficiary receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a State Hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)
- B. The Contractor shall continue the beneficiary's benefits while an appeal is in process if all of the following occur:
  - 1) The beneficiary files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)



**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)
  - 3) The beneficiary's services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)
  - 4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)
  - 5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)
    - a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).) or
    - b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)
- C. If, at the beneficiary's request, the Contractor continues the beneficiary's benefits while the appeal or State Hearing is pending, the benefits must be continued until the beneficiary withdraws the appeal or request for State Hearing, the beneficiary does not request a State Hearing and continuation of benefits within 10 calendar days from the date the Contractor sends the notice of an adverse appeal resolution, or a State Hearing decision adverse to the beneficiary is issued. (42 C.F.R. § 438.420(c)(1)-(3); 42 C.F.R. § 438.408(d)(2).)
- D. The Contractor may recover the cost of continued services furnished to the beneficiary while the appeal or State Hearing was pending if the final resolution of the appeal or State Hearing upholds the Contractor's adverse benefit determination. (42 C.F.R. § 438.420(d); 42 C.F.R. § 431.230(b).)
- E. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the beneficiary's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- F. If the decision of an appeal reverses a decision to deny the authorization of services, and the beneficiary received the disputed services while the appeal was pending, the Contractor shall cover the cost of such services. (42 C.F.R. § 438.424(b).)
- G. The Contractor shall notify the requesting provider and give the beneficiary written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404.)

**10. Provision of Notice of Adverse Benefit Determination**

- A. The Contractor shall provide a beneficiary with a Notice of Adverse Benefit Determination (NOABD) under the following circumstances:
  - 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 C.F.R. § 438.400(b)(1).)
  - 2) The reduction, suspension, or termination of a previously authorized service. (42 C.F.R. § 438.400(b)(2).)
  - 3) The denial, in whole or in part, of payment for a service. (42 C.F.R. § 438.400(b)(3).)
  - 4) The failure to provide services in a timely manner, as defined by the Department. (42 C.F.R. § 438.400(b)(4).)
  - 5) The failure of the Contractor to act within the timeframes provided in §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. (42 C.F.R. § 438.400(b)(5).)
  - 6) The denial of a beneficiary's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other beneficiary financial liabilities. (42 C.F.R. § 438.400(b)(7).)

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- B. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, section 1850.212.
- C. When the denial or modification involves a request from a provider for continued Contractor payment authorization of a specialty mental health service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with Cal. Code Regs., tit. 22, section 51014.1. (Cal. Code Regs., tit. 9, § 1850.210(a)(1).)
- D. A NOABD is not required when a denial is a non-binding verbal description to a provider of the specialty mental health services that may be approved by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(a)(2).)
- E. Except as provided in subsection F below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a specialty mental health service that has already been provided to the beneficiary. (Cal. Code Regs., tit. 9, § 1850.210(a)(4).)
- F. A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a specialty mental health service that has already been provided to the beneficiary when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(b).)
- G. The Contractor shall deny the Contractor payment authorization request and provide the beneficiary with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by Cal. Code Regs., tit. 9, §§ 1820.220 or 1830.215. (Cal. Code Regs., tit. 9, § 1850.210(c).)

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- H. The Contractor shall provide the beneficiary with a NOABD if the Contractor fails to notify the affected parties of a resolution of a grievance within 90 calendar days, of an appeal decision within 30 days, or of an expedited appeal decision within 72 hours. If the timeframe for a grievance, appeal or expedited appeal decision is extended pursuant to sections 1850.206, 1850.207 or 1850.208 of Title 9 of the California Code of Regulations and the Contractor failed to notify the affected parties of its decision within the extension period, the Contractor shall provide the beneficiary with a NOABD. (42 C.F.R. § 438.408.)
- I. The Contractor shall provide a beneficiary with a NOABD when the Contractor or its providers determine that the criteria for access to SMHS in Attachment 2, section 1 have not been met and that the beneficiary is not entitled to any specialty mental health services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the beneficiary on the date of the Adverse Benefit Determination or mailed to the beneficiary in accordance with Cal. Code Regs., tit. 9, § 1850.210(f)(1), and shall specify the information contained in Cal. Code Regs., tit. 9, § 1850.212(b). (Cal. Code Regs., tit. 9, § 1850.210(g).)
- J. For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in Cal. Code Regs., tit. 22, § 51014.1, shall mean the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(h).)
- K. For the purposes of this Attachment, “medical service”, as used in Cal. Code Regs., tit. 22, § 51014.1, shall mean specialty mental health services that are subject to prior authorization by a Contractor pursuant to Cal. Code Regs., tit. 9, §§ 1820.100 and 1830.100. (Cal. Code Regs., tit. 9, § 1850.210(i).)
- L. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to beneficiaries under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews (Cal. Code Regs., tit. 9, § 1850.210(j).)
- M. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying beneficiaries in a timely manner.

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

**11. Contents and Timing of NOABD**

- A. The Contractor shall include the following information in the NOABD:
- 1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)
  - 2) The reason for the adverse benefit determination, including the right of the beneficiary to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the beneficiary's adverse benefit determination. Such information includes criteria to access SMHS, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)
  - 3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (Cal. Code Regs., tit. 9, § 1850.212(a)(3).)
  - 4) The beneficiary's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)
  - 5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)
  - 6) The beneficiary's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the beneficiary may be required to pay the costs of those services. (42 C.F.R. § 438.404(b)(6).)
  - 7) Information about the beneficiary's right to request a State Hearing or an expedited State Hearing, including:
    - a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- b) A statement that the beneficiary may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(B).)
  - c) An explanation of the circumstances under which a specialty mental health service will be continued if a State Hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and
  - d) The time limits for requesting a State Hearing or an expedited State Hearing. (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(D).)
- B. The Contractor shall mail the NOABD within the following timeframes:
- 1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the beneficiary, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)
  - 2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)
  - 3) For standard service authorizations that deny or limit services, as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. 438.210(d)(1).)
  - 4) The Contractor may extend the 14 calendar day NOABD determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the beneficiary or the provider requests the extension. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(i).)



**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- 5) The Contractor may extend the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need to the Department, upon request, for additional information and shows how the extension is in the beneficiary's best interest. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(ii).)
- 6) If the Contractor extends the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services, the Contractor shall do the following:
  - a) Give the beneficiary written notice of the reason for the extension and inform the beneficiary of the right to file a grievance if he/she disagrees with the decision ; (42 C.F.R. § 438.404(c)(4)(i); 42 C.F.R. 438.210(d)(1)(ii).) and,
  - b) Issue and carry out its determination as expeditiously as the beneficiary's health condition requires and no later than the date of the extension. (42 C.F.R. § 438.404(c)(4)(ii); 42 C.F.R. 438.210(d)(1)(ii).)
- 7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)
- 8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the beneficiary's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)
- 9) The Contractor may extend the 72 hour expedited service authorization decision time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies to

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

the Department, upon request, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 210(d)(2)(ii).)

- 10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (Cal. Code Regs., tit. 9, § 1850.210(f).)
- C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:
- 1) The death of a beneficiary; (42 C.F.R. § 431.213(a).)
  - 2) Receipt of a signed written beneficiary statement requesting service termination or giving information requiring termination or reduction of services, provided the beneficiary understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)
  - 3) The beneficiary's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)
  - 4) The beneficiary's whereabouts are unknown and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)
  - 5) Notice that the beneficiary has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)
  - 6) A change in the beneficiary's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or
  - 7) The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)
  - 8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 9) Endangerment of the safety or health of individuals in the facility; improvement in the resident's health sufficient to allow a more immediate transfer or discharge; urgent medical needs that require a resident's immediate transfer or discharge; or notice that a resident has not resided in the nursing facility for 30 days (but only in Adverse Benefit Determinations based on nursing facility transfers).

**12. Annual Grievance and Appeal Report**

The Contractor is required to submit to the Department a report that summarizes beneficiary grievances, appeals and expedited appeals filed from July 1 of the previous year through June 30 of that year by October 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (Cal. Code Regs., tit. 9, § 1810.375(a).)

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

**1. General Requirements**

As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).)

**2. Excluded Providers**

- A. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, part 455, subparts B and E. (42 C.F.R. §438.602(b).)
- B. Consistent with the requirements of 42 Code of Federal Regulations, part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. §438.602(d).)
- C. If the Contractor find a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. §438.610((d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

**3. Compliance Program**

- A. Pursuant to 42 C.F.R. § 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.
- B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

compliance program designed to detect and prevent fraud, waste and abuse that must include:

- 1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.
- 2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors (BoD).
- 3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.
- 4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.
- 5) Effective lines of communication between the CO and the organization's employees.
- 6) Enforcement of standards through well-publicized disciplinary guidelines.
- 7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 C.F.R. §438.608(a), (a)(1).)

**4. Fraud Reporting Requirements**

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department about the following:
- 1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
  - 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
  - 3) Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
  - 4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. §438.608(a), (a)(4).)
- B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- C. The Contractor shall implement and maintain written policies for all employees of the Mental Health Plan, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)
- D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)



**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

**5. Service Verification**

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).)

**6. Disclosures**

A. Disclosure of 5% or More Ownership Interest:

- 1) Pursuant to 42 C.F.R. § 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. § 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.
  - a) In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in i and subsection 2(a).
    - i. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- ii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.
- 2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- a) Disclosures to be Provided:
    - i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
    - ii. Date of birth and Social Security Number (in the case of an individual);
    - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
    - iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

- v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
- vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

- 3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

- 1) The following information must be disclosed:
  - a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
  - b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
  - c) The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- 1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:
  - a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
  - b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101.
- 2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.
- 3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

**Exhibit A – Attachment 14  
REPORTING REQUIREMENTS**

**1. Data Submission/ Certification Requirements**

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).)The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

- 1) The Contractor's Chief Executive Officer (CEO).
- 2) The Contractor's Chief Financial Officer (CFO).
- 3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F. R. § 438.606(a).)

**2. Encounter Data**

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

**3. Insolvency**

A. The Contractor shall submit data to demonstrate it has made adequate provision against the risk of insolvency to ensure that beneficiaries will not be liable for the Contractor's debt if the Contractor becomes insolvent. (42 C.F.R. § 438.604(a)(4); 42 C.F.R. § 438.116.)

**Exhibit A – Attachment 14  
REPORTING REQUIREMENTS**

B. The Contractor shall meet the State's solvency standards for private health maintenance organizations or be licensed by the State as a risk-bearing entity, unless one of the following exceptions apply (42 C.F.R. § 438.116 (b).):

- 1) The Contractor does not provide both inpatient hospital services and physician services.
- 2) The Contractor is a public entity.
- 3) The Contractor is (or is controlled by) one of more federally qualified health centers and meets the solvency standards established by the State for those centers.
- 4) The Contractor has its solvency guaranteed by the State.

**4. Network Adequacy**

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network. (42 C.F.R. § 438.604(a)(5).)

**5. Information on Ownership and Control**

The Contractor shall submit for state review information on its and its subcontractors' ownership and control described in 42 C.F.R. §455.104 and Attachment 13 of this Contract. (42 C.F.R § 438.604(a)(6).)

**6. Annual Report of Overpayment Recoveries**

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (42 C.F.R § 438.604(a)(7).)

**7. Performance Data**

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 Code of Federal Regulations part 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. §438.604(b).):

- 1) Enrollment and disenrollment data;



**Exhibit A – Attachment 14  
REPORTING REQUIREMENTS**

- 2) Member grievance and appeal logs;
- 3) Provider complaint and appeal logs;
- 4) The results of any beneficiary satisfaction survey;
- 5) The results of any provider satisfaction survey;
- 6) Performance on required quality measures;
- 7) Medical management committee reports and minutes;
- 8) The Contractor's annual quality improvement plan;
- 9) Audited financial and encounter data; and
- 10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

**8. Parity in Mental Health and Substance Use Disorder Services**

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

**Exhibit A – Attachment 15  
PEER SUPPORT SERVICES**

**MEDI-CAL PEER SUPPORT SERVICES**

1. The Contractor has taken the option to implement Medi-Cal Peer Support Services.
2. The Contractor shall provide, or arrange, and pay for Peer Support Services to Medi-Cal beneficiaries. Contractor's provision of Peer Support Services shall conform to the requirements of Supplement 3 to Attachment 3.1-A and Supplement 3 to Attachment 3.1-B of the California State Plan. Contractor's provision of Peer Support Services and implementation of a Medi-Cal Peer Support Specialist Certification Program shall further conform to the applicable requirements of Behavioral Health Information Notice (BHIN) 21-041 and to the requirements in any subsequent BHINs issued by the Department pursuant to Welfare & Institutions Code section § 14045.21.
3. Voluntary Participation and Funding  

The Contractor shall fund the nonfederal share of any applicable expenditures, since the Contractor has opted to implement Peer Support Services and participate in the Peer Support Specialist Certification Program set forth in Article 1.4 of Chapter 7, Part 3, of Division 9 of the Welfare and Institutions Code. The Contractor's local share utilized to fund Peer Support Services and the Contractor's participation in the Peer Support Specialist Certification Program shall not be considered an increase in costs mandated by the 2011 realignment legislation.
4. Provision of Peer Support Services  

Peer Support Services may be provided face-to-face, by telephone or by telehealth with the beneficiary or significant support person(s) and may be provided anywhere in the community.
5. Peer Support Specialists  

Contractor shall ensure that Peer Support Services are provided by certified Peer Support Specialists as established in BHIN 21-041.
6. Behavioral Health Professional and Peer Support Specialist Supervisors  

The Contractor shall ensure that Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

**Exhibit A – Attachment 15  
PEER SUPPORT SERVICES**

A Behavioral Health Professional must be licensed, waived, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of SMHS, DMC-ODS, or DMC.

Peer Support Specialists may also be supervised by Peer Support Specialist Supervisors, as established in BHIN 21-041.

7. Practice Guidelines

Counties shall require Peer Support Specialists to adhere to the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services* (Center for Substance Abuse Treatment, *What are Peer Recovery Support Services?* HHS Publication No.(SMA) 09-4454. Rockville, MD: Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services), which may be accessed electronically through the following Internet World Wide Web connection: [www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services](http://www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services).

8. Contractor shall oversee and enforce the certification standards and requirements set forth in Article 1.4 of Chapter 7, Part 3, of Division 9 of the Welfare and Institutions Code and departmental guidance, including BHIN 21-041. Contractor shall ensure that the Medi-Cal Peer Support Specialist Certification Program:

- a. Submits to the department a peer support specialist program plan in accordance with Enclosure 2 of BHIN 21-041 describing how the peer support specialist program will meet all of the federal and state requirements for the certification and oversight of peer support specialists.
- b. Participates in periodic reviews conducted by the department to ensure adherence to all federal and state requirements.
- c. Submits annual peer support specialist program reports to the department in accordance with Enclosure 5 of BHIN 21-041. Reports shall cover the fiscal year and shall be submitted by the following December 31<sup>st</sup>.

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Payment Provisions**

This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.

**2. Budget Contingency Clause**

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

**A. Federal Budget**

If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

**B. Delayed Federal Funding**

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

**3. Federal Financial Participation**

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement based on actual, total fund expenditures for any covered services or quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance the Welf. & Inst. Code § 14705(c), the Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities. Claims

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.

**4. Audits and Recovery of Overpayments**

- A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial.
- 1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
  - 2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
- 1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- 2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.
  - 3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- C. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.
- D. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.
- 5. Claims Adjudication Process**



**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- A. In accordance with the Welf. & Inst. Code §14705(c), claims for federal funds in reimbursement for services shall comply with eligibility and service requirements under applicable federal and state law.
- B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, § 1840.112 and 42 C.F.R. § 433.51, at the time the claims are submitted to the Department. The Contractor's Chief Financial Officer or their equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director shall sign the certification, declaring, under penalty of perjury that, to the best of their knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, § 1840.112(b). The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.
- C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112, shall be processed for adjudication.
- D. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.
- E. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

- F. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.

**6. Payment Data Certification**

The Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. §§ 438.604 and 438.606.

**7. System Changes**

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing covered services the Department and the Contractor agree to negotiate, pursuant to the Welf. & Inst. Code § 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

**8. Administrative Reimbursement**

- A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to Welf. & Inst. Code § 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.

- B. Pursuant to the Welf. & Inst. Code § 14711(c), administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medicaid state plans and waivers and shall be limited to 15 percent of the total actual cost of direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

**9. Notification of Request for Contract Amendment**

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.

### **Special Terms and Conditions**

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

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

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

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

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

### Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	20. Debarment and Suspension Certification
2. Travel and Per Diem Reimbursement	21. Smoke-Free Workplace Certification
3. Procurement Rules	22. Covenant Against Contingent Fees
4. Equipment Ownership / Inventory / Disposition	23. Payment Withholds
5. Subcontract Requirements	24. Performance Evaluation
6. Income Restrictions	25. Officials Not to Benefit
7. Audit and Record Retention	26. Four-Digit Date Compliance
8. Site Inspection	27. Prohibited Use of State Funds for Software
9. Federal Contract Funds	28. Use of Small, Minority Owned and Women's Businesses
10. Termination	29. Alien Ineligibility Certification
11. Intellectual Property Rights	30. Union Organizing
12. Air or Water Pollution Requirements	31. Contract Uniformity (Fringe Benefit Allowability)
13. Prior Approval of Training Seminars, Workshops or Conferences	32. Suspension or Stop Work Notification
14. Confidentiality of Information	33. Public Communications
15. Documents, Publications, and Written Reports	34. Compliance with Statutes and Regulations
16. Dispute Resolution Process	35. Lobbying Restrictions and Disclosure Certification
17. Financial and Compliance Audit Requirements	
18. Human Subjects Use Requirements	
19. Novation Requirements	

## 1. Federal Equal Opportunity Requirements

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

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



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

## **2. Travel and Per Diem Reimbursement**

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

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,

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

### 3. Procurement Rules

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

#### a. Equipment/Property definitions

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

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

**b. Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

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

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

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

- purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.
- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
- [1] Avoid purchasing unnecessary or duplicate items.
- [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
- [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

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

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

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

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

##### **(1) Reporting of Equipment/Property Receipt**

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

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

## (2) Annual Equipment/Property Inventory

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
  - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
  - c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
  - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
  - f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

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

**g. Motor Vehicles**

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

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

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.



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

## 5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
    - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.](#)
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## **6. Income Restrictions**

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

## 7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## **8. Site Inspection**

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

## **9. Federal Contract Funds**

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

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

## **10. Termination**

### **a. For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the

State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

**b. For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

**11. Intellectual Property Rights**

**a. Ownership**

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come

into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS’ Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party’s license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS’ exclusive rights in the Intellectual Property, and in assuring DHCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS’ Intellectual Property rights and interests.



**b. Retained Rights / License Rights**

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

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other

matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

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

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

**g. Intellectual Property Indemnity**

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

on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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

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

#### **i. Survival**

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

## **12. Air or Water Pollution Requirements**

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

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

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

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

## **14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

## **15. Documents, Publications and Written Reports**

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

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

## **16. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## **17. Financial and Compliance Audit Requirements**

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



(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards***, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
- (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

## **18. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

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

## **19. Novation Requirements**

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

## **20. Debarment and Suspension Certification**

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

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

## 21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

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

## 22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

### **23. Payment Withholds**

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

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

### **24. Performance Evaluation**

(Not applicable to grant agreements.)

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

### **25. Officials Not to Benefit**

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

### **26. Four-Digit Date Compliance**

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

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

### **27. Prohibited Use of State Funds for Software**

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

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

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

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

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

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

## **29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

## **30. Union Organizing**

(Applicable only to grant agreements.)

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

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

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

### **31. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

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

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



- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
  - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
  - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

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

(b) **Example No. 2:**

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

(c) **Example No. 3:**

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

**32. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **33. Public Communications**

“Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.”

### **34. Compliance with Statutes and Regulations**

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### **35. Lobbying Restrictions and Disclosure Certification**

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

- a. Certification and Disclosure Requirements
  - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
  - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

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

**Attachment 1**  
**CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

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

California Department of Health Care Services

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

**Attachment 2  
CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)

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

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Prime                      Subawardee Tier ____, if known:					
Congressional District, If known:			Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description:		
			CDFA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
Date:					
<b>Federal Use Only</b>			Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		



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

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

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

10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

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

**Exhibit E**  
**ADDITIONAL PROVISIONS**

**1. Amendment Process**

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

**2. Cancellation/Termination**

A. General Provisions

- 1) As required by, if the Contractor decides not to contract with the Department, does not renew its contract, or is unable to meet the standards set by the Department, the Contractor agrees to inform the Department of this decision in writing. (Welf. & Inst. Code § 14712(c)(1).)
- 2) If the Contractor is unwilling to contract for the delivery of specialty mental health services or if the Department or Contractor determines that the Contractor is unable to adequately provide specialty mental health services or that the Contractor does not meet the standards the Department deems necessary for a mental health plan, the Department shall ensure that specialty mental health services are provided to Medi-Cal beneficiaries. (Welf. & Inst. Code § 147122(c)(2), (3).)
- 3) The Department may contract with qualifying individual counties, counties acting jointly, or other qualified entities approved by the Department for the delivery of specialty mental health services in any county that is unable or unwilling to contract with the Department. The Contractor may not subsequently contract to provide specialty mental health services unless the Department elects to contract with the Contractor. (Welf. & Inst. Code § 147122(c)(4).)
- 4) If the Contractor does not contract with the Department to provide specialty mental health services, the Department will work with the Department of Finance and the Controller to obtain funds from the

**Exhibit E**  
**ADDITIONAL PROVISIONS**

Contractor in accordance with Government (Govt.) Code 30027.10.  
(Welf. & Inst. Code § 147122(d).)

A. Contract Renewal

- 1) This contract may be renewed if the Contractor continues to meet the requirements of Chapter 8.9 of Part 3 of Division 9 of the Welf. & Inst. Code and implementing regulatory requirements, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. (42 C.F.R. § 438.708; Welf. & Inst. Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract. (Welf. & Inst. Code § 14714(b)(1).)
- 2) In the event the contract is not renewed based on the reasons specified in (1), the Department will notify the Department of Finance, the fiscal and policy committees of the Legislature, and the Controller of the amounts to be sequestered from the Mental Health Subaccount, the Mental Health Equity Account, and the Vehicle License Fee Collection Account of the Local Revenue Fund and the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, and the Controller will sequester those funds in the Behavioral Health Subaccount pursuant to Govt. Code § 30027.10. Upon this sequestration, the Department will use the funds in accordance with Govt. Code § 30027.10. (Welf. & Inst. Code § 14714(b)(2).)

B. Contract Amendment Negotiations

Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period, and shall be confirmed in writing within five days thereafter. The party proposing any such change shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party. Any such proposal shall set forth a detailed explanation of the

**Exhibit E**  
**ADDITIONAL PROVISIONS**

reason and basis for the proposed change, a complete statement of costs and benefits of the proposed change and the text of the desired amendment to this contract that would provide for the change. If the proposal is accepted, this contract shall be amended to provide for the change mutually agreed to by the parties on the condition that the amendment is approved by the Department of General Services, if necessary.

C. Contract Termination

The Contractor may terminate this contract in accordance with, Cal. Code Regs., tit. 9, section 1810.323(a). The Department may terminate this contract in accordance with Welf. & Inst. Code, sections 14197.7, 14714 and Cal. Code Regs., tit. 9, section 1810.323.

- 1) DHCS shall terminate this contract if the United States Secretary of Health and Human Services has determined the Contractor does not meet the requirements for participation in the Medicaid program contained in Subchapter XIX (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code. (Welf. & Inst. Code § 14197.7(i))
- 2) DHCS reserves the right to cancel or terminate this Contract if DHCS finds that Contractor fails to comply with contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (Welf. & Inst. Code § 14197.7(a))
- 3) Good cause includes, but is not limited to, a finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required contractor report to the department. (Welf. & Inst. Code § 14197.7(a))
- 4) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to paragraph 8. The notice shall identify any final performance, invoicing or payment requirements.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 5) Contractor may appeal contract termination pursuant to Welf. & Inst. Code sections 14197.7(l)(2) or section 14714(d).
- 6) Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel, or if cancellation is not possible reduce, subsequent contract costs.
- 7) In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- 8) The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal beneficiaries. Termination of the contract for other reasons will be subject to reasonable notice to the Contractor of the Department's intent to terminate, as well as notification to affected beneficiaries. (Welf. & Inst. Code § 14714(d).)

**D. Termination of Obligations**

- 1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of this contract. The Contractor shall be responsible for providing covered services to beneficiaries until the termination or expiration of the contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries prior to such expiration or termination.
- 2) When the Contractor terminates a subcontract with a provider, the Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that the Contractor, based on available information, determines have recently been receiving services from that provider.

**E. Contract Disputes**

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed

**Exhibit E**  
**ADDITIONAL PROVISIONS**

by a dispute resolution process in Chapter 11 of Division 1, California Code of Regulations, title 9, or the processes governing the audit appeals process in Chapter 9 of Division 1, California Code of Regulations, title 9 the Contractor shall follow the Dispute Resolution Process outlined in provision number 15 of Exhibit D(F) which is attached hereto as part of this contract.

**3. Fulfillment of Obligation**

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

**4. Additional Provisions**

A. Inspection Rights/Record Keeping Requirements

- 1) Provision number seven (Audit and Record Retention) of Exhibit D(F), which is attached hereto as part of this Contract, supplements the following requirements.
- 2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. The Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved,



**Exhibit E**  
**ADDITIONAL PROVISIONS**

including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

- 3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); See also § 438.3(h).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

**B. Notices**

Unless otherwise specified in this contract, all notices to be given under this contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the contract explicitly requires notice to another individual or organizational unit:

**Exhibit E**  
**ADDITIONAL PROVISIONS**

Department of Health Care Services  
Medi-Cal Behavioral Health Division  
1501 Capitol Avenue, MS 2702  
Sacramento, CA 95814

Kings County Behavioral Health  
460 Kings County Dr. #101  
Hanford, CA 93230

**C. Nondiscrimination**

- 1) Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)
- 2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
- 3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.

**D. Relationship of the Parties**

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility

**Exhibit E**  
**ADDITIONAL PROVISIONS**

for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this contract.

**5. Duties of the State**

In discharging its obligations under this contract, and in addition to the obligations set forth in other parts of this contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

B. Reviews

The Department shall conduct reviews of access to and quality of care in the Contractor's county at least once every three years and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate, pursuant to Cal. Code Regs., tit. 9, section 1810.380, subdivision (a), and Welf. & Inst. Code § 14197.7. The Department shall also arrange for an annual external quality review of the

**Exhibit E**  
**ADDITIONAL PROVISIONS**

Contractor as required by 42 Code of Federal Regulations, part 438.350 and Cal. Code Regs., tit. 9, section 1810.380(a)(7).

C. Monitoring for Compliance

When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Welf. & Inst. Code § 14197.7.

D. The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. § 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

E. If the Contractor has not previously implemented a Mental Health Plan or Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation Plan (as defined in Cal. Code Regs., tit. 9, § 1810.221) that is consistent with the readiness review requirements set forth in 42 Code of Federal Regulations, part 438.66(d)(4), and the requirements of Cal. Code Regs., tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1), (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan. Notices of Approval, Notices of Disapproval and requests for additional information shall be forwarded to the Contractor within 60 days of the receipt of the Implementation Plan. (Cal. Code Regs., tit. 9, § 1810.310(b).) A Contractor shall submit proposed changes to its approved Implementation Plan in writing to the Department for review. A Contractor shall submit proposed changes in the policies, processes or procedures that would modify the Contractor's current Implementation Plan prior to implementing the proposed changes.(See Cal. Code Regs., tit. 9, § 1810.310 (b)-(c)).

F. The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Cal. Code Regs., tit. 9, § 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- G. Certification of Organizational Provider Sites Owned or Operated by the Contractor
- 1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified in Exhibit A, Attachment 3, Section 6 of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Cal. Code Regs., tit. 9, § 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used for to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.
  - 2) The Department may allow the Contractor to begin delivering covered services to beneficiaries at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.
  - 3) The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.
  - 4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

H. Excluded Providers

- 1) If the Department learns that the Contractor has a prohibited affiliation, as described in Attachment 1, Section 2, the Department:
  - a) Must notify the Secretary of the noncompliance.
  - b) May continue an existing agreement with the Contractor unless the Secretary directs otherwise.
  - c) May not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.
  - d) Nothing in this section must be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act. (42 C.F.R. §438.610(d).)

I. Sanctions

The Department shall conduct oversight in accordance with Cal. Code Regs., tit. 9, §§ 1810.380(a) and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, or the state plan or approved waivers, or for other good cause in accordance with Welf. & Inst. Code § 14197.7 and guidance issued by the Department pursuant to subdivision (r) of Welf. & Inst. Code § 14197.7.

J. Notification

The Department shall notify beneficiaries of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

K. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

6. State and Federal Law Governing this Contract
- A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R Part 200 (45 C.F.R. Part 75).
  - B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below in Sections D, G, and H, and applicable sections of the state plan and waiver in its provision of services as the Mental Health Plan. The Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall apply without the need for a Contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this contract, the Contractor shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.
  - C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to State or federal statutes or regulations, or pursuant to judicial interpretation.
  - D. Federal law:
    - 1) Title 42 United States Code, to the extent that these requirements are applicable;
    - 2) 42 C.F.R. to the extent that these requirements are applicable;
    - 3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.
    - 4) 42 C.F.R. § 455 to the extent that these requirements are applicable;



**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 5) 45 C.F.R. § 92.1 et seq. to the extent these requirements are applicable;
- 6) Title VI of the Civil Rights Act of 1964;
- 7) Title IX of the Education Amendments of 1972;
- 8) Age Discrimination Act of 1975;
- 9) Rehabilitation Act of 1973;
- 10) Americans with Disabilities Act;
- 11) Section 1557 of the Patient Protection and Affordable Care Act;
- 12) Deficit Reduction Act of 2005;
- 13) Balanced Budget Act of 1997;
- 14) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- 15) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
- 16) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
- 17) Any applicable federal and state laws that pertain to beneficiary rights.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 18) Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS must adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If the Contractor works on a State program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to DHCS. However, if the Contractor worked on a State program or activity receiving FFP prior to the date legal authority ended for that State program or activity, and DHCS included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority.

DHCS will attempt to provide Contractor with timely notice of the loss of program authority.

- E. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:
- 1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts
  - 2) §438.3(c) Standard Contract Provisions - Payment
  - 3) §438.3(g) Standard Contract Provisions - Provider preventable conditions
  - 4) §438.3(o) Standard Contract Provisions - LTSS contract requirements

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 5) §438.3(p) Standard Contract Provisions – Special rules for HIOs
- 6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
- 7) §438.4 Actuarial Soundness
- 8) §438.5 Rate Development Standards
- 9) §438.6 Special Contract Provisions Related to Payment
- 10) §438.7 Rate Certification Submission
- 11) §438.8 Medical Loss Ratio Standards
- 12) §438.9 Provisions that Apply to Non-emergency Medical Transportation
- 13) §438.50 State Plan Requirements
- 14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
- 15) §438.56 Disenrollment: requirements and limitations
- 16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
- 17) 438.74 State Oversight of the Minimum MLR Requirements
- 18) §438.104 Marketing
- 19) §438.106 Liability for Payment
- 20) §438.108 Cost Sharing
- 21) §438.110 Member advisory committee
- 22) §438.114 Emergency and Post-Stabilization
- 23) §438.362 Exemption from External Quality Review

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 24) §438.700-730 Basis for Imposition of Sanctions
  - 25) §438.802 Basic Requirements
  - 26) §438.810 Expenditures for Enrollment Broker Services
  - 27) §438.816 Expenditures for the beneficiary support system for enrollees using LTSS
- F. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:
- 1) Long Terms Services and Supports
  - 2) Managed Long Terms Services and Supports
  - 3) Actuarially Sound Capitation Rates
  - 4) Medical Loss Ratio
  - 5) Religious or Moral Objections to Delivering Services
  - 6) Family Planning Services
  - 7) Drug Formularies and Covered Outpatient Drugs
- G. Pursuant to Welf. & Inst. Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- H. State Law:
- The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 1) Division 5, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
- 2) Welf. & Inst. Code §§ 14059.5 and 14184.402
- 3) Welf. & Inst. Code §§ 14680-14685.1
- 4) Welf. & Inst. Code §§ 14700-14727
- 5) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
- 6) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs
- 7) Cal. Code Regs., tit. 22, §§ 50951 and 50953
- 8) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

**Exhibit E – Attachment 1**  
**DEFINITIONS**

1. The following definitions and the definitions contained in Cal. Code Regs., tit. 9, sections 1810.100-1850.535 shall apply in this contract. If there is a conflict between the following definitions and the definitions in Cal. Code Regs., tit. 9, sections 1810.100-1850.535, the definitions below will apply.
  - A. “Advance Directives” means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the healthcare when the individual is incapacitated.
  - B. “Abuse” means, as the term described in, provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)
  - C. “Appeal” means a review by the Contractor of an adverse benefit determination.
  - D. “Beneficiary” means a Medi-Cal recipient who is currently receiving services from the Contractor.
  - E. "Contractor" means «Contractor\_Name».
  - F. "Covered Specialty Mental Health Services" are defined in Exhibit E, Attachment 2.
  - G. "Department" means the California Department of Health Care Services (DHCS).
  - H. “Director” means the Director of DHCS.
  - I. “Discrimination Grievance” means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
  - J. “Emergency” means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need

**Exhibit E – Attachment 1**  
**DEFINITIONS**

is perceived by emergency medical personnel or a public safety agency (Health & Safety Code § 1797.07).

- K. “Fraud” means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)
- L. “Grievance” means an expression of dissatisfaction about any matter other than adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the beneficiary’s rights regardless of whether remedial action is requested. Grievance includes a beneficiary’s right to dispute an extension of time proposed by the Contractor to make an authorization decision. (42 C.F.R. § 438.400)
- M. “Habilitative services and devices” help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))
- N. "HHS" means the United States Department of Health and Human Service
- O. “Homelessness” means The beneficiary meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act.15 Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965)



**Exhibit E – Attachment 1**  
**DEFINITIONS**

who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

- P. Indian Health Care Provider (IHCP) means a health care program operated by the IHS (“IHS facility”), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. § 1603).
- Q. “Involvement in child welfare” means the beneficiary has an open child welfare services case, or the beneficiary is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the beneficiary is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.
- R. “Juvenile justice involvement” means the beneficiary (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Beneficiaries who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the “juvenile justice involvement” definition. Beneficiaries on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the “juvenile justice involvement” criteria.
- S. “Managed Care Organization” (MCO) means an entity that has, or is seeking to qualify for, a comprehensive risk contract under 42 C.F.R. Part 438, and is: 1) a Federally qualified HMO that meets the advance

**Exhibit E – Attachment 1**  
**DEFINITIONS**

directives requirements of Subpart I of Part 489 of 42 C.F.R.; or, 2) any public or private entity that meets the advance directive requirements and is determined by the Secretary of Health and Human Services to also meet the following conditions: i) makes the services that it provides to its Medicaid beneficiaries as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity, ii) meet the solvency standards of 42 C.F.R. 438.116. (42 C.F.R. § 438.2)

- T. “Medically necessary” or “medical necessity” has the same meaning as set forth in Welfare and Institutions Code section 14059.5. For individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.
- U. A “Network Provider” means any provider, group of providers, or entity that has a network provider agreement with a Mental Health Plan, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the Department’s contract with a Mental Health Plan. A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2)
- V. “Out-of-network provider” means a provider or group of providers that does not have a network provider agreement with a Mental Health Plan, or with a subcontractor. (A provider may be “out of network” for one Mental Health Plan, but in the network of another Mental Health Plan.)
- W. “Out-of-plan provider” has the same meaning as out-of-network provider.
- X. “Overpayment” means any payment made to a network provider by a Mental Health Plan to which the network provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)
- Y. “Provider” means a person or entity who is licensed, certified, or otherwise recognized or authorized under state law governing the healing arts to provide specialty mental health services and who meets the standards for

**Exhibit E – Attachment 1**  
**DEFINITIONS**

participation in the Medi-Cal program as described in California Code of Regulations, title 9, Division 1, Chapters 10 or 11 and in Division 3, Subdivision 1 of Title 22, beginning with Section 50000. Provider includes but is not limited to licensed mental health professionals, clinics, hospital outpatient departments, certified day treatment facilities, certified residential treatment facilities, skilled nursing facilities, psychiatric health facilities, general acute care hospitals, and acute psychiatric hospitals. The MHP is a provider when direct services are provided to beneficiaries by employees of the Mental Health Plan.

- Z. “Physician Incentive Plans” mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.
- AA. “PIHP” means Prepaid Inpatient Health Plan. . A Prepaid Inpatient Health Plan is an entity that:
- 1) Provides medical services to beneficiaries under contract with the Department of Health Care Services, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;
  - 2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its beneficiaries; and
  - 3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)
- BB. "Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a beneficiary's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the beneficiary. Rehabilitation also includes support resources, and/or medication education. Rehabilitation may be provided to a beneficiary or a group of beneficiaries. (California's Medicaid State Plan, State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3, p. 2a.)
- CC. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a

**Exhibit E – Attachment 1**  
**DEFINITIONS**

multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

- DD. “Specialist” means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)
- EE. "Subcontract" means an agreement entered into by the Contractor with any of the following:
- 1) Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.
  - 2) “Subcontractor” means an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include network providers.

**Exhibit E – Attachment 2**  
**SERVICE DEFINITIONS**

1. The Contractor shall provide, or arrange and pay for, the following covered specialty mental health services to beneficiaries of Kings County. Services shall be provided as medically necessary and approved and authorized according to State of California requirements. Services include:
  - A. Mental Health Services Individual or group therapies and interventions are designed to provide a reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. These services are separate from those provided as components of adult residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not limited to:
    - 1) Assessment - A service activity designed to evaluate the current status of mental, emotional, or behavioral health.
    - 2) Therapy - A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to reduce functional impairments. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
    - 3) Rehabilitation - A service activity that includes, but is not limited to, assistance, improving, maintaining or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
    - 4) Collateral - A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The client may or may not be present for this service activity.
  - B. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service

**Exhibit E – Attachment 2**  
**SERVICE DEFINITIONS**

activities may include but are not limited to: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; obtaining informed consent; instruction in the use, risks and benefits of, and alternatives for, medication; collateral and plan development related to the delivery of service and/or assessment for the client; prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals; and medication education.

- C. Day Treatment Intensive are a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- D. Day Rehabilitation services are a structured program of rehabilitation and therapy with services to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- E. Crisis Intervention services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis Intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
- F. Crisis Stabilization services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires a more timely response than a regularly scheduled visit. Service activities include but

## **Exhibit E – Attachment 2 SERVICE DEFINITIONS**

are not limited to one or more of the following: assessment, collateral, and therapy. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

- G. Adult Residential Treatment Services are rehabilitative services provided in a non-institutional, residential setting for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not receiving residential treatment services. The services include a wide range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- H. Crisis Residential services provide an alternative to acute psychiatric hospital services for beneficiaries who otherwise would require hospitalization. The CRS programs for adults provide normalized living environments, integrated into residential communities. The services follow a social rehabilitation model that integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case management and practical social work.
- I. Psychiatric Health Facility Services—A Psychiatric Health Facility is a facility licensed under the provisions beginning with Section 77001 of Chapter 9, Division 5, Title 22 of the California Code of Regulations. “Psychiatric Health Facility Services” are therapeutic and/or rehabilitative services provided in a psychiatric health facility on an inpatient basis to beneficiaries who need acute care, which meets the criteria of Section 1820.205 of Chapter 11, Division 1, Title 9 of the California Code of Regulations, and whose physical health needs can be met in an affiliated general acute care hospital or in outpatient settings. These services are separate from those categorized as “Psychiatric Inpatient Hospital”.
- J. Intensive Care Coordination (ICC) is a targeted case management service that facilitates assessment of, care planning for and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model



## **Exhibit E – Attachment 2 SERVICE DEFINITIONS**

(ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

- 1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
  - 2) Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;
  - 3) Supports the parent/caregiver in meeting their child's needs;
  - 4) Helps establish the CFT and provides ongoing support; and
  - 5) Organizes and matches care across providers and child serving systems to allow the child to be served in their community.
- K. Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and collateral. IHBS is provided to beneficiaries under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.
- L. Therapeutic Behavioral Services (TBS) are intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age 21.

## **Exhibit E – Attachment 2 SERVICE DEFINITIONS**

Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

- M. Therapeutic Foster Care (TFC) Services model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children ~~youth~~ who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).
- N. Psychiatric Inpatient Hospital Services include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to beneficiaries for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to beneficiaries who were admitted to the hospital for an acute psychiatric inpatient hospital service and the beneficiary's stay at the hospital must be continued beyond the beneficiary's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the beneficiary.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. MHPs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. MHPs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals, the daily rate includes the cost of any needed professional services. The FFS/MC hospital daily rate does not

**Exhibit E – Attachment 2  
SERVICE DEFINITIONS**

include professional services, which are billed separately from the FFS/MC inpatient hospital services via the SD/MC claiming system.

- O. Targeted case management is a service that assists a beneficiary in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to services and the service delivery system; monitoring of the beneficiary's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the MHP to be qualified to provide the service, consistent with the scope of practice and state law.

**Exhibit F**  
Privacy and Security Provisions

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively "HIPAA") only to the extent that Contractor performs functions or activities on behalf of the Department pursuant to this Agreement that are described in the definition of "business associate", including, but not limited to, utilization review, quality assurance, or benefit management.
2. The term "Agreement" as used in this document refers to and includes both this Privacy and Security Provisions and the contract to which this Privacy and Security Provisions is attached as an exhibit.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Contractor may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic. The term PHI, as used in this exhibit, shall mean PHI accessed by Contractor in a database maintained by DHCS, received by Contractor from the Department, or acquired, or created by Contractor in connection with performing the functions, activities, and services on behalf of DHCS as specified in this Agreement.
  - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor, on DHCS's behalf, provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Contractor's obligations under this Agreement. DHCS and Contractor are each a party to this Agreement and are referred to, collectively, as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Contractor.** Except as otherwise indicated in this Agreement, Contractor may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
  - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Contractor may use and disclose PHI if necessary for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor. Contractor may disclose PHI for this purpose if the disclosure is required by law, or if the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

**Exhibit F**  
Privacy and Security Provisions

**8. Compliance with Other Applicable Law**

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Contractor agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 17 of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

**9. Additional Responsibilities of Contractor**

- 9.1 Nondisclosure.** Contractor shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 Safeguards and Security.**
- 9.2.1** Contractor shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
- 9.2.3** Contractor shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Contractor determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>, with information about the Cryptographic Module Validation Program under FIPS 140-2 available online at <https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2>. In addition, Contractor shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

**Exhibit F**  
Privacy and Security Provisions

- 9.2.4** Contractor shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.2.5** Contractor shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 9.2.6** Contractor shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- 9.3 Contractor's Agent.** Contractor shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Contractor agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or confidential information.
- 10. Mitigation of Harmful Effects.** Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
- 11. Access to PHI.** Contractor shall make PHI available in accordance with 45 CFR section 164.524.
- 12. Amendment of PHI.** Contractor shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.
- 13. Accounting for Disclosures.** Contractor shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
- 14. Compliance with DHCS Obligations.** To the extent Contractor is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.
- 15. Access to Practices, Books and Records.** Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.
- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement and any successor agreements, if feasible, Contractor shall return or destroy all PHI and other confidential information received from, or created or received by Contractor on behalf of, DHCS that Contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Contractor shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Contractor shall determine the terms and conditions under which Contractor may retain the PHI. If such return or destruction is not feasible, Contractor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 17. Breaches and Security Incidents.** Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:
- 17.1 Notice to DHCS.**
- 17.1.1** Contractor shall notify DHCS **within 24 hours by email** (or by telephone if Contractor is unable to email DHCS) of the discovery of:

**Exhibit F**  
Privacy and Security Provisions

- 17.1.1.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
- 17.1.1.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
- 17.1.1.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
- 17.1.1.4 Potential loss of confidential data affecting this Agreement.

**17.1.2** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 17.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf> .

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Contractor shall take:

- 17.1.2.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and
- 17.1.2.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

**17.2 Investigation.** Contractor shall immediately investigate such security incident or confidential breach.

**17.3 Complete Report.** To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Contractor shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Contractor's corrective action plan.

**17.3.1** If Contractor does not complete a Final PIR within the ten (10) working day timeframe, Contractor shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

**17.4 Notification of Individuals.** If the cause of a breach is attributable to Contractor or its agents, Contractor shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.



**Exhibit F**  
 Privacy and Security Provisions

**17.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Contractor or its subcontractors, Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

**17.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Contractor. These changes shall not require an amendment to this Agreement.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Office</b>	<b>DHCS Information Security Office</b>
See the Scope of Work exhibit for Program Contract Manager information.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>

**18. Responsibility of DHCS.** DHCS agrees to not request the Contractor to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**19. Audits, Inspection and Enforcement**

**19.1** From time to time, DHCS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement. Contractor shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Contractor of its responsibility to comply with this Agreement.

**19.2** If Contractor is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Contractor shall promptly notify DHCS unless it is legally prohibited from doing so.

**20. Termination**

**20.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Contractor, DHCS may in its discretion:

**20.1.1** Provide an opportunity for Contractor to cure the violation and terminate this Agreement if Contractor does not do so within the time specified by DHCS; or

**20.1.2** Terminate this Agreement if Contractor has violated a material term of this Agreement.

**20.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Contractor is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

**21. Miscellaneous Provisions**

**Exhibit F**  
Privacy and Security Provisions

- 21.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Contractor with this Agreement will satisfy Contractor's business needs or compliance obligations. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI and other confidential information.
- 21.2. Amendment.**
- 21.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 21.2.2** Failure by Contractor to take necessary actions required by amendments to this Agreement under Section 21.2.1 shall constitute a material violation of this Agreement.
- 21.3 Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Contractor.
- 21.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 21.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 21.6 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.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 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 September 12, 2022 meeting.

**Fiscal Impact:**

None.

**BACKGROUND:**

At a regular meeting held Monday, September 12, 2022, the Kings County Planning Commission reviewed the following:

**ACTIONS AS THE PLANNING COMMISSION**

**CONDITIONAL USE PERMIT NO. 22-02 (KINGS CSG 3, LLC)** - The applicant is proposing to establish Kings CSG 3 LLC Solar, a 3-megawatt (MW) photovoltaic solar power plant, generating electricity for Pacific Gas & Electric (PG&E) on an approximately 20-acre portion of a 243-acre agricultural parcel located on the south side of Highway 198, immediately west of Avenal Cutoff Road, Lemoore, Assessor's Parcel Number 024-190-055. Agricultural uses will be retained within the project area through establishment of dry farm seasonal grazing.

**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 September 13, 2022

**SUBMITTED BY:** Department of Finance – James P. Erb/Rob Knudson

**SUBJECT:** FISCAL YEAR 2022-2023 PROPERTY TAX RATES

**SUMMARY:**

**Overview:**

Annually, the Board of Supervisors establishes property tax rates by resolution. The rate of \$1 per \$100 of assessed property valuation, or one percent, is the basic county-wide rate as established by Proposition 13 of 1978. These property tax dollars are allocated to all local agencies, including schools, special districts, cities, and the County based on State statute. The other local tax rates presented for consideration by the Board of Supervisors are for school and local agency bonds, which are based on established annual principal and interest payments as negotiated by the individual agencies. There is no discretion in setting these rates, as they are required by law.

**Recommendation:**

**Adopt a Resolution establishing property tax rates within Kings County for Fiscal Year 2022-2023.**

**Fiscal Impact:**

The County Budget reflects its share of the \$1 increment of property taxes. The Assessor’s Office and Department of Finance will recover an estimated administrative fee of \$994,025 from the current secured property taxes collected in the FY 2021-2022

(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

## FISCAL YEAR 2022-2023 PROPERTY TAX RATES

Page 2 of 2

### BACKGROUND:

A comparison of the proposed FY 2022-2023 rates to the adopted FY 2021-2022 rates are as follows:

	2021-2022 Rate	2022-2023 Rate
Local Government Agencies	1.0000	1.0000
Armona Elem 2013 REF (04 GOB)	.022454	.021495
Armona Elem 2004 G.O.B – B	.004728	.004726
Armona Elem 2016 G.O.B. – A	.015139	.014036
Armona Elem 2016 G.O.B. – B	.016365	.016070
Hanford Elem 2010 REF (1998 G.O.B.)	.016477	.014979
Hanford Elem 2016 G.O.B. –A	.009021	.008302
Hanford Elem 2016 G.O.B. – B	.003109	.008020
Hanford Elem 2016 G.O.B. – C	.010798	.009860
Hanford High 2010 REF.Bd. – (98-A)	.006449	.006862
Hanford High 1998 G.O.B. – B	.010136	.009644
Hanford High 2014 REF Bd (98-C)	.002009	.001863
Hanford High 2016 REF (04 G.O.B. – A)	.023370	.022949
Hanford High 2016 REF (04 G.O.B. – B)	.001366	.001325
Hanford High 2016 G.O.B. – A	.002542	.003053
Hanford High 2016 G.O.B. – B	.000369	.000987
Lemoore Elem 2018 G.O.B – A	.008470	.010656
Lemoore Elem 2018 G.O.B – B	.012545	.011883
Lemoore High 2016 G.O.B. – A	.010574	.008150
Lemoore High 2016 G.O.B. – B	.003241	.005882
Lemoore High 2016 G.O.B. – C	.008054	.008106
Pioneer Elem 2015 REF – (2005-A)	.026708	.025571
Pioneer Elem 2016 G.O.B. – A	.010037	.015343
Pioneer Elem 2016 G.O.B. – B	.010085	.003444
Reef-Sunset 2012 G.O.B – A	.044708	.045954
Reef-Sunset 2012 G.O.B. – B	.010038	.008569
Reef-Sunset 2016 G.O.B. – A	.032606	.027549
Reef-Sunset 2016 G.O.B. – B	.010838	.022803
Corcoran Hospital 19 REF (05 G.O.B. A & B)	.056297	.053475

Rates may increase or decrease slightly from year-to-year due to variations in the fund balance, principal, and interest debt service payment schedules, or changes in assessed valuations.

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  
FIXING THE RATE OF  
TAXATION FOR  
FISCAL YEAR 2022-2023

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

WHEREAS, this Board of Supervisors is required to fix the rate of taxation for State and County purposes for the current fiscal year; and

WHEREAS, the Kings County Director of Finance, pursuant to Government Code Section 29100, presented a statement of the amount to be levied in accordance with California Constitution Article XIII A and Revenue and Taxation Code Sections 93 and 100 which provide: (1) a County shall levy an ad valorem property tax rate equal to one dollar per one hundred dollars of full value; and (2) no other taxes shall be levied other than an amount determined to be necessary to support the annual debt required on indebtedness approved by the voters.

NOW, THEREFORE, BE IT RESOLVED that the rate of taxation of the assessed valuation of taxable property within the County of Kings for Fiscal Year 2022-2023 shall be as follows:

	<u>2022-2023 Tax Rates</u>
(1) LOCAL GOVERNMENT AGENCIES:	1.000000
(2) ANNUAL INDEBTEDNESS RATES:	
Armona Union Elementary School District	
2013 Ref G.O.B.	.021495
2004 G.O.B. – B	.004726
2016 G.O.B. – A	.014036
2016 G.O.B. – B	.016070
Hanford Elementary School District	
2010 Ref G.O.B. (1998)	.014979
2016 G.O.B. – A	.008302
2016 G.O.B. – B	.008020
2016 G.O.B – C	.009860
Hanford Joint Union High School District	
2010 Ref G.O.B. – A	.006862
1998 G.O.B. – B	.009644
2016 REF (04 G.O.B. – A)	.022949
2016 REF (04 G.O.B. – B)	.001325
2014 Ref G.O.B.	.001863
2016 G.O.B. – A	.003053
2016 G.O.B. – B	.000987
Lemoore Elementary School District	
2018 G.O.B. – A	.010656
2018 G.O.B. – B	.011883

Lemoore Union High School District	
2016 G.O.B. – A	.008150
2016 G.O.B. – B	.005882
2016 G.O.B. – C	.008106
Pioneer Union School District	
2015 G.O.B. – (2005-A)	.025571
2016 G.O.B. – A	.015343
2016 G.O.B. – B	.003444
Reef-Sunset Unified School District	
2012 G.O.B. – A	.045954
2012 G.O.B. – B	.008569
2016 G.O.B. – A	.027549
2016 G.O.B. – B	.022803
Corcoran Hospital District	
2019 Ref (was 05 G.O.B. A & B)	.053475

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held September 13, 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

WITNESS my hand and seal of said Board of Supervisors this 13<sup>th</sup> day of September, 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 September 13, 2022

**SUBMITTED BY:** Fire Department – William Lynch

**SUBJECT:** PRE-APPROVAL FOR PURCHASE OF DOZER 9 TRANSPORT

**SUMMARY:**

**Overview:**

The Fire Department is seeking pre-approval to commit to purchase a used or new semi tractor for transporting Dozer 9. The current vehicle lacks the capability and horsepower to haul the Dozer on long distance responses to wildland fire incidents.

**Recommendation:**

- a. Authorize the Fire Chief to initiate a vehicle search for the replacement of Dozer 9's transport vehicle within the price range of \$150,000 to \$250,000;
- b. Authorize the Fire Chief to submit a letter of commitment for the purchase of a new or used transport vehicle with a recommended vendor once a vehicle is located.

**Fiscal Impact:**

The current FY 22/23 budget has sufficient funding to allow for the purchase of a transport vehicle for the Dozer program through a payment schedule.

**BACKGROUND:**

Given the status of the Fire Department's Dozer Program, Dozer 9 is being requested to assist with wildland fire incidents throughout the State. The current semi tractor vehicle is underpowered for over the road hauling of the dozer particularly in steep or hilly terrain. This poses a safety concern related to vehicle operation and reliability. The Fire Department is requesting to initiate a search of an appropriate powered vehicle to replace the current transport with a used or new semi.

(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**

### **PRE-APPROVAL FOR PURCHASE OF DOZER 9 TRANSPORT**

**September 13, 2022**

**Page 2 of 2**

The current market for these types of vehicles is extremely difficult due to shortages in availability of both new and used vehicles. This dictates that once identified, a commitment to purchase must be made with the dealer to hold the vehicle until financing arrangements can be made. Additionally, any such purchase will be made with Purchasing Department and County Administration approval.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Administration – Edward Hill/Matthew Boyett

**SUBJECT:** RESOLUTION CONTINUING TO DECLARE A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS IN KINGS COUNTY

**SUMMARY:**

**Overview:**

On March 28, 2022, the governor signed an executive order to bolster regional water conservation efforts to address the state's ongoing drought issues. The executive order was signed due to the Department of Water Resources (DWR) reducing State Water Project (SWP) allocations to only five percent of requested supplies because of emergency declarations proclaimed in 2021 caused by minimal amounts of precipitation and as January through March 2022 were the driest three-month stretch in the state's history. As a result of the governor's executive order, on April 1, 2022, the Board of Supervisors (Board) adopted a resolution declaring a local emergency due to drought conditions in Kings County. As drought conditions and water concerns continued in Kings County, the Board continued to renew the resolution accordingly. Government Code Section 8630 (c) states that local emergency declarations need to be reviewed every sixty days until the governing body terminates the local emergency. Drought conditions and water concerns remain unchanged in Kings County; therefore, a continuing drought resolution is being brought forward for consideration in accordance with Government Code Section 8630 (c).

**Recommendation:**

**Adopt a Resolution continuing to declare a local emergency due to drought conditions in Kings County.**

**Fiscal Impact:**

The declaration of local emergency may provide some financial and administrative relief to help local farmers, businesses, and government agencies in addressing the problems associated with fire risk and the lack of adequate supplies of irrigation water.

(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 CONTINUING TO DECLARE A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS IN KINGS COUNTY**

**September 13, 2022**

**Page 2 of 2**

#### **BACKGROUND:**

The California Emergency Services Act, Government Code section 8550, *et seq.*, authorizes the Board to proclaim local emergencies based on the “existence of conditions of disaster or of extreme peril to safety of persons and property” caused by fire or drought (Gov. Code, § 8558, subd. (c)). Thereafter, the County may work with the California Emergency Management Agency to seek aid, and may also appropriate and transfer funds to address emergency situations upon a four-fifths vote (Gov. Code, § 29127.).

Throughout 2021, Governor Newsom declared a State of Emergency throughout all California counties based on severe to exceptional drought conditions throughout California and substantial water supply and ecosystem challenges in the state. January through March 2022 have been the driest three-month stretch in the state’s history, resulting in DWR reducing SWP allocations to only five percent of requested supplies. As a result of continued drought conditions, on March 28, 2022, the governor signed an executive order to bolster regional water conservation efforts to address these critical drought issues. Such efforts revolve around limiting landscaping irrigation in commercial and business areas, water conservation contingency plans, and additional requirements on groundwater well permitting.

As a result of the governor’s executive order, on April 1, 2022, the Board adopted a resolution declaring a local emergency due to drought conditions in Kings County. Because of the drought, Kings County has and continues to face substantial reductions to its water supply and significant adverse environmental, economic, and social impacts. These impacts pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in Kings County. By declaring a local emergency due to drought, the County provided the ability to seek additional resources to expeditiously mitigate the effects of the drought and address the water supply and ecosystem challenges within Kings County.

As drought conditions and water concerns continued in Kings County, a renewal of the April 1, 2022 drought resolution was approved by the Board on May 24, 2022, and again on July 19, 2022 pursuant to Government Code Section 8630 (c). Drought conditions and water concerns remain unchanged in Kings County; therefore, a continuing drought resolution is being brought forward for consideration in accordance with Government Code Section 8630 (c).

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 CONTINUING  
A DECLARATION OF LOCAL  
EMERGENCY DUE TO  
DROUGHT CONDITIONS \_\_\_\_\_ /

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

WHEREAS, on April 1, 2022, the Kings County Board of Supervisors (“Board”) adopted Resolution 22-027 declaring a local emergency due to drought conditions within Kings County (“Drought Declaration”), based on minimal amounts of precipitation over the past three years as described in Governor Newsom’s Emergency Proclamations dated April 12, 2021; May 10, 2021; July 8, 2021; and October 19, 2021; and in Executive Order N-7-22;

WHEREAS, on May 24, 2022, and July 19, 2022, the Board adopted Resolutions 22-046 and 22-053, reaffirming the continued drought conditions continuing the declaration of a state of emergency within the county;

WHEREAS, California and Kings County continue to receive precipitation well below their annual average;

WHEREAS, as of June 14, 2022, the Department of Water Resources reported that the statewide snowpack has been reduced to zero percent (0%), 39 days ahead of the annual average zero-percent date of July 23;

WHEREAS, as of August 23, 2022, the Department of Water Resources reported that the statewide average precipitation for the 2021-2022 rain year is seventy-four percent (74%) of the annual average, having not increased since the Board’s adoption of Resolution 22-046;

WHEREAS, as of August 23, 2022, the Department of Water Resources reported that the estimated statewide reservoir storage was sixty-eight percent (68%) of the historic average.

WHEREAS, on May 24, 2022, California’s State Water Resources Control Board (“SWRCB”) adopted additional emergency water conservation regulations, which went into effect on June 10, 2022;

WHEREAS, the drought conditions as stated herein persist in Kings County and are appearing to become more severe; and

WHEREAS local resources continue to be inadequate to cope with the continued and increasing drought-related impacts of these conditions on the County.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code Section 8630, the Board hereby renews and continues its May 24, 2022, and July 19, 2022, declarations of a local emergency due to drought conditions in Kings County.

2. During the existence of this local emergency, the powers, functions and duties of the County Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.

3. The County Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.

4. The Board of Supervisors hereby requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the 13th day of September, 2022, by the following vote:

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

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

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

\_\_\_\_\_  
Clerk of said Board of Supervisors

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

\*\*\*\*\*

IN THE MATTER OF DECLARING  
A LOCAL EMERGENCY DUE TO  
DROUGHT CONDITIONS /

RESOLUTION NO. **22-027**

WHEREAS, by Emergency Proclamations dated April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, California Governor Gavin Newsom declared a state of emergency in California that continues today and exists across all the counties of California, due to extreme and expanding drought conditions;

WHEREAS Governor Newsom further declared the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, and on farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and these drought conditions can result in degraded water quality, fallowing of productive farmland, setbacks to vulnerable and rural communities through job losses and longer-lasting recoveries, significant impacts to tribal, commercial, and recreational salmon fisheries, constraints on access to traditional lifeways, loss of aquatic and terrestrial biodiversity, and ecosystem impacts;

WHEREAS, Governor Newsom further declared that drought conditions vary across the State and that emergency conditions exist in some watersheds that are extremely dry and facing substantial water supply and ecosystem challenges;

WHEREAS, On March 28, 2022, Governor Newsom issued Executive Order N-7-22 declaring that since his October 19, 2021 Proclamation, early rains in October and December 2021 have given way to the driest January and February in recorded history for the watersheds that provide much of California's water supply;

WHEREAS, in Executive Order N-7-22, Governor Newsom further declared that the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to five percent (5%) of requested supplies;

WHEREAS, Kings County has experienced extremely low precipitation over the past three years and faces substantial water supply and ecosystem challenges based on extremely dry watersheds, reduced surface water distributions, and critically overdrawn water basins;

WHEREAS, on March 5, 2021, United States Department of Agriculture (“USDA”) Secretary, Tom Vilsack, designated 50 of California’s counties, including the County of Kings, as primary natural disaster areas due to a recent drought;

WHEREAS, since that time, Kings County has received precipitation well below its annual average;

WHEREAS, as of March 2, 2022, snow survey measurements by California Department of Water Resources show the regional snowpacks in the Sierra Nevada Mountain Range to be 58-68 percent of annual average;

WHEREAS, as of March 29, 2022, the Department of Water Resources reported that the statewide snowpack is 39 percent (39%) of annual average;

WHEREAS, the adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in County of Kings;

WHEREAS, it is necessary to expeditiously mitigate the effects of the drought conditions and address the water supply and ecosystem challenges within Kings County to ensure the protection of health, safety and the environment; and

WHEREAS, local resources are inadequate to cope with the effects of these conditions.

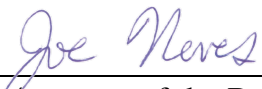
NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code section 8550 et seq., due to drought conditions and its imposed substantial water supply and ecosystem challenges, this Board hereby declares a local emergency in Kings County.
2. During the existence of this local emergency, the powers, functions and duties of the Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.
3. The Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.
4. The Board of Supervisors hereby requests that the Governor declare a state of local emergency in Kings County due to the drought conditions and requests disaster assistance from the state and federal government due to drought conditions.




The foregoing resolution was adopted upon motion by Supervisor Verboon, seconded by Supervisor Fagundes at a regular meeting held on the 1st day of April, 2022, by the following vote:

AYES: Supervisors: Verboon, Fagundes, Valle, Pedersen, Neves  
NOES: None  
ABSENT: None  
ABSTAIN: None

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

IN WITNESS WHEREOF, I have set my hand this 1st day of April, 2022.

  
\_\_\_\_\_  
Clerk of said Board of Supervisors

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

\*\*\*\*\*

IN THE MATTER OF CONTINUING  
A DECLARATION OF LOCAL  
EMERGENCY DUE TO  
DROUGHT CONDITIONS \_\_\_\_\_ /

RESOLUTION NO. 22-046

**WHEREAS**, on April 1, 2022, the Kings County Board of Supervisors (“Board”) adopted Resolution 22-027 declaring a local emergency due to drought conditions within Kings County (“Drought Declaration”) based on minimal amounts of precipitation over the past three years as described in Governor Newsom’s Emergency Proclamations dated April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Order N-7-22;

**WHEREAS**, California and Kings County continue to receive precipitation well below their annual average;

**WHEREAS**, on April 1, 2022, the California Department of Water Resources reported that the regional snowpacks in the Sierra Nevada Mountain Range are thirty-eight percent (38%) of the annual average;

**WHEREAS**, as of May 3, 2022, the Department of Water Resources reported that the statewide snowpack has been reduced to twenty-nine percent (29%) of the annual average;

**WHEREAS**, as of May 3, 2022, the Department of Water Resources reported that the statewide average precipitation for the 2021-2022 rain year is seventy-four percent (74%) of the annual average;

**WHEREAS**, the drought conditions as stated herein persist in Kings County and are appearing to become more severe; and

**WHEREAS**, local resources are not adequate to cope with the continued and increasing drought-related impacts of these conditions on the County.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code Section 8630, the Board hereby renews and continues its April 1, 2022, declaration of a local emergency due to drought conditions in Kings County.


2. During the existence of this local emergency, the powers, functions and duties of the Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.

3. The Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.


4. The Board of Supervisors hereby requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor Fagundes, seconded by Supervisor Verboon at a regular meeting held on the 24th day of May, 2022, by the following vote:

AYES: Supervisors: Fagundes, Verboon, Valle, Pedersen, Neves  
NOES: None  
ABSENT: None  
ABSTAIN: None

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

IN WITNESS WHEREOF, I have set my hand this 24th day of May, 2022.

  
\_\_\_\_\_  
Clerk of said Board of Supervisors

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

\*\*\*\*\*

IN THE MATTER OF CONTINUING  
A DECLARATION OF LOCAL  
EMERGENCY DUE TO  
DROUGHT CONDITIONS \_\_\_\_\_ /

RESOLUTION NO. 22-053

WHEREAS, on April 1, 2022, the Kings County Board of Supervisors (“Board”) adopted Resolution 22-027 declaring a local emergency due to drought conditions within Kings County (“Drought Declaration”), based on minimal amounts of precipitation over the past three years as described in Governor Newsom’s Emergency Proclamations dated April 12, 2021; May 10, 2021; July 8, 2021; and October 19, 2021; and in Executive Order N-7-22;

WHEREAS, on May 24, 2022, the Board adopted Resolution 22-045, reaffirming the continued drought conditions continuing the declaration of a state of emergency within the county;

WHEREAS, California and Kings County continue to receive precipitation well below their annual average;

WHEREAS, as of June 14, 2022, the Department of Water Resources reported that the statewide snowpack has been reduced to zero percent (0%), 39 days ahead of the annual average zero-percent date of July 23;

WHEREAS, as of July 1, 2022, the Department of Water Resources reported that the statewide average precipitation for the 2021-2022 rain year is seventy-four percent (74%) of the annual average, having not increased since the Board’s adoption of Resolution 22-046;

WHEREAS, on May 24, 2022, California’s State Water Resources Control Board (“SWRCB”) adopted additional emergency water conservation regulations, which went into effect on June 10, 2022;

WHEREAS, the drought conditions as stated herein persist in Kings County and are appearing to become more severe; and

WHEREAS local resources continue to be inadequate to cope with the continued and increasing drought-related impacts of these conditions on the County.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code Section 8630, the Board hereby renews and continues its May 24, 2022, declaration of a local emergency due to drought conditions in Kings County.
2. During the existence of this local emergency, the powers, functions and duties of the County Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.
3. The County Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.
4. The Board of Supervisors hereby requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor Verboon, seconded by Supervisor Pedersen at a regular meeting held on the 19th day of July, 2022, by the following vote:

AYES: Supervisors: Verboon, Pedersen, Valle, Nevves  
NOES: None  
ABSENT: Supervisors: Fagundes  
ABSTAIN: None

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

IN WITNESS WHEREOF, I have set my hand this 19 day of July, 2022.

Catherine Deidre  
Clerk of said Board of Supervisors

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

**WHEREAS** on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

**WHEREAS** climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

**WHEREAS** the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

**WHEREAS** since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

**WHEREAS** the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

**WHEREAS** the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

**WHEREAS** the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

**WHEREAS** delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

**WHEREAS** groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

**WHEREAS** coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and



**WHEREAS** the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

**WHEREAS** the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

**WHEREAS** to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](http://SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
  - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water



supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
  - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability



Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

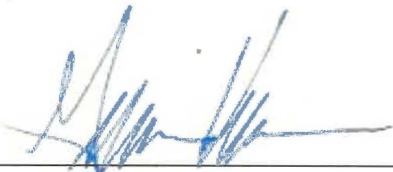
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
SHIRLEY N. WEBER, PH.D.  
Secretary of State



# Media Release

## **State Water Board adopts emergency water conservation regulation**

### ***Regulation to boost water savings starting in June***

**May 24, 2022**

**Contact:** [Edward Ortiz](#), Public Information Officer

**SACRAMENTO** – In response to Governor Gavin Newsom’s March 28 [Executive Order](#) the State Water Resources Control Board adopted an [emergency water conservation regulation](#) today that will ensure more aggressive conservation by local water agencies across the state.

The new regulation bans irrigating turf at commercial, industrial, and institutional properties, such as grass in front of or next to large industrial or commercial buildings. The ban does not include watering turf that is used for recreation or other community purposes, water used at residences or water to maintain trees. The regulation also requires all urban water suppliers to implement conservation actions under Level 2 of their Water Shortage Contingency Plans.

In March 2022, the state’s urban retail water suppliers reported average water use statewide that was nearly 19% greater than in March 2020, lowering the state’s cumulative water savings since July 2021 to 3.7%. Yesterday, Governor Newsom convened leaders from the state’s largest urban water suppliers imploring them to take more aggressive action to combat drought.

“The severity of this drought requires all Californians to save water in every possible way,” said Joaquin Esquivel, chair of the State Water Board. “The regulation compels water systems and local authorities to implement a range of additional critical conservation measures as we enter the hot and dry summer months.”

Level 2 water shortage contingency plans are meant to address up to a 20% shortage of water supplies. In addition to implementing Level 2 actions, the regulation requires urban water suppliers to fast-track supply and demand assessments to plan for potential extended dry conditions.

Level 2 actions often include things such as:

- Limiting outdoor irrigation to certain days or hours
- Increasing patrolling to identify water waste



CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

STATE WATER RESOURCES CONTROL BOARD

1001 I Street, Sacramento, CA 95814 • Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 • [www.waterboards.ca.gov](http://www.waterboards.ca.gov)





- Enforcing water-use prohibitions
- Increasing communication about the importance of water conservation

Some water suppliers already have imposed strong new restrictions on customers' water use in accordance with their drought management plans. However, about half of the state's 436 water suppliers (both urban water retailers and wholesalers) have not yet activated Level 2, and 36 have not submitted drought plans. The emergency regulation will require suppliers without drought plans to take certain conservation actions, such as conducting outreach to customers about conservation, restricting outdoor irrigation to two days a week and enforcing against wasteful water practices.

The approved regulation will be submitted to the Office of Administrative Law (OAL) for approval, which typically occurs within 10 calendar days. The ban on non-functional turf becomes effective upon OAL approval and the Level 2 requirements for urban water suppliers are proposed to take effect on June 10, 2022.

The regulation will give suppliers new options to reduce water waste if they choose to use them. A violation of the non-functional turf irrigation provision, for example, would be an infraction and subject to a fine of up to \$500.

People who see water waste should report it at [savewater.ca.gov](https://www.savewater.ca.gov).

*The State Water Board's mission is to preserve, enhance and restore the quality of California's water resources and drinking water for the protection of the environment, public health and all beneficial uses, and to ensure proper allocation and efficient use for present and future generations.*







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 2022

**SUBMITTED BY:** Administration – Edward Hill/Matthew Boyett

**SUBJECT:** FIRST READING OF ORDINANCE FOR SENATE BILL 1383 ORGANIC WASTE RECYCLING AND FOOD RECOVERY

**SUMMARY:**

**Overview:**

In 2016, the State of California adopted Senate Bill (SB) 1383 which is the state’s response to addressing the climate crisis. According to the state, scientists have identified that greenhouse gases caused by human-like activities are causing climate change. Such activities are the collection of food and yard waste in landfills across the state. By passing SB 1383 the state is aiming to reduce 50% of organic waste generated at 2014 levels by 2020, and 75% by 2025. SB 1383 is the most comprehensive recycling bill the state has passed and mandated in recent memory and is a multi-pronged effort. The County is required to comply with all requirements of SB 1383 for the unincorporated areas that do not fall within the jurisdiction of a community service district, and those areas which have not already been exempted from compliance by CalRecycle for having low population density.

**Recommendation:**

**Introduce and waive the first reading of the Ordinance to adopt organic waste recycling and edible food recovery requirements pursuant to Senate Bill 1383.**

**Fiscal Impact:**

The cost to implement SB 1383 in the first year is estimated to be \$298,000, which includes 2.0 full-time equivalents (FTE), office renovations and needed equipment and supplies for staff. These operations will be housed in the Public Health Department under the Environmental Health Division. County expenses will be charged back to generators on a fee structure that will be developed and adopted in the County’s Master Fee Schedule update. As a reference point, if County expenses were

(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**

### **FIRST READING OF ORDINANCE FOR SENATE BILL 1383 ORGANIC WASTE RECYCLING AND FOOD RECOVERY**

**September 13, 2022**

**Page 2 of 2**

spread evenly across all generators, each generator would pay about \$115 per year in addition to any other hauling fees or services paid to a permitted hauler or Kings Waste and Recycling Authority (KWRA) for those electing to self-haul. However, it is anticipated that those electing to self-haul will see a larger cost-share than those electing to procure service from a permitted hauler of their choice since many of the County resources are anticipated to go towards ensuring compliance with self-haulers. That exact ratio will be determined during the County's Master Fee Schedule update currently happening in county departments.

#### **BACKGROUND:**

In 2016, the State of California adopted SB 1383 which is the state's response to addressing the climate crisis. According to the state, scientists have identified that greenhouse gases caused by human-like activities are causing climate change. Such activities are food and yard waste in landfills. By passing SB 1383 the state is aiming to reduce 50% of organic waste generated at 2014 levels by 2020, and 75% by 2025. To properly meet the targets and goals of SB 1383, regulations and state enforcement went into effect January 1, 2022.

The state is mandating that waste be separated in three primary categories: compost (green waste), landfill (regular trash), and recycle. In addition to this separation, all food waste is now required to be composted along with green waste (yard waste). No longer is food waste able to be disposed along with regular trash (landfill). Another critical component of the state's new recycling mandate is a requirement for certain businesses to recycle unused food that is still able to be safely consumed. Such unused food is to be sent to edible food recovery organizations who will re-purpose the food back into the community.

The County is responsible for all generators within the unincorporated area that fall outside the boundary of any community service districts. Staff worked with CalRecycle to get many Census tract exemptions for tracts that have populations of less than 75 people per square mile, mostly in rural parts of the county. What is left is a generator total of just about 2,600 that are primarily focused around the Grangeville area, the Lemoore fringe, and the Corcoran fringe.

On May 10, 2022, the Board heard a study session on SB 1383 requirements enforced upon the County by the state. Within the study session, the Board were presented two options towards implementation: franchise zone or free-market model. The Board directed staff to implement SB 1383 via the free market model, opting to give the constituents free choice of whether they want to procure hauling services from a permitted hauler of their choice or elect to self-haul their source-separated waste to KWRA. With the Board's direction, staff began to work towards crafting the required ordinance to fit the free-market model and ensure the County's compliance with all requirements of SB 1383.

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

\*\*\*\*\*

IN THE MATTER OF MANDATORY ORGANIC  
WASTE DISPOSAL REDUCTION ORDINANCE  
AND AMENDING CHAPTER 13

ORDINANCE NO. \_\_\_\_\_

**Chapter 13 SOLID WASTE COLLECTION AND DISPOSAL<sup>1</sup>**

***ARTICLE I. IN GENERAL***

**Findings**

The County of Kings Board of Supervisors finds and declares:

WHEREAS, The County of Kings is a political subdivision of the State of California, organized under the Constitution of the State of California; and

WHEREAS, The County is authorized under Article XI, Section 7, of the California Constitution to make and enforce, within its limits, all police and sanitary ordinances and regulations not in conflict with general laws; and

WHEREAS, In the exercise of its police powers, the County may determine, in its discretion and consistent with its authority in the area of public health and sanitation, the best methods or means available to advance and protect the public health, safety, and welfare of the residents of the County; and

WHEREAS, Pursuant to Public Resources Code Sections 40002 and 40057, the Board is authorized to and shall provide for solid waste handling services, including, without limitation, source reduction, recycling, composting, and the collection, transfer and disposal of solid waste within the unincorporated area of the County by any means authorized by Public Resources Code Sections 40058 and 40059; and

WHEREAS, Pursuant to the California Public Resources Code Section 40059, the County is authorized to determine aspects of solid waste handling which are of local concern and the means by which such services are to be rendered under terms and conditions prescribed by the County of Kings Board of Supervisors by resolution or ordinance, including the provision of solid waste

---

<sup>1</sup>Editor's note(s)—Ord. No. 533, § 1, adopted June 21, 1994, repealed former Ch. 13, in its entirety. Section 2 of said ordinance enacted provisions designated as a new Ch. 13 to read as herein set out. Prior to inclusion of said ordinance, Ch. 13 pertained to similar subject matter. See the Code Comparative Table for a detailed analysis of inclusion.

Cross reference(s)—Disposal in parks, § 16-23(1).

collection, processing and disposal services on an exclusive or nonexclusive basis, either with or without competitive bidding; and

WHEREAS, Pursuant to the California Public Resources Code Section 40059, the Board has determined that the public health, safety and welfare of the residents of the County require that qualified solid waste collectors be authorized to operate within the unincorporated areas of the County, with the exception of Community Service Districts; and

WHEREAS, The Board has determined that the collection and disposal of solid waste and promotion of recycling and other waste diversion efforts in the unincorporated areas of the County, is required as the means that will best advance and protect the public health, safety and welfare of the residents of the County; and

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011, places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program; and

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014 (which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste) requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to implement a Mandatory Commercial Organics Recycling program; and

WHEREAS, SB 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, collectors, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, Pursuant to the SB 1383 Regulations established by CalRecycle, jurisdictions such as the county must adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of the SB 1383 Regulations; and

WHEREAS, The County and cities of Hanford, Lemoore, and Corcoran established the Kings Waste and Recycling Authority, under the Joint Powers Agreement entered into on September 12, 1989, as amended on March 3, 1992, September 13, 1994, and February 27, 1996, that directed the members to transfer the solid waste collected to Kings Waste and Recycling Authority; and

WHEREAS, Requirements in this ordinance are consistent with the above-referenced state laws and the county's constitutional and statutory authority over public health and sanitation.

**Sec 13-1. Liberal construction.**

In order to protect the health, safety and welfare of Kings County residents and to promote an improvement in visual and physical quality of the environment, and in order to meet the statutory waste diversion mandates required by state law, including California Public Resources Code Section 41780 et seq., the board of supervisors has determined that it is necessary to adopt a coordinated county-wide program for the safe, economical and efficient collection, storage, transportation and disposal of solid waste, and to assure adequate standards of service for said collection, storage, transportation and disposal of solid waste. This chapter shall be liberally construed for the accomplishment of these purposes.

(Ord. No. 533, § 2, 6-21-94)

That section 13-1.6 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-1.6. Responsibility for rate setting.**

Licensed Collectors collection rates shall be prescribed by the agreements between Licensed Collectors and their customers located within the unincorporated area of the county . The county shall charge generators an administrative fee reasonably related to the costs of implementing and enforcing SB 1383 Regulations. Licensed Collectors shall include the administrative fee in their customer invoices and collect the administrative fees on behalf of the county. Licensed collectors shall transfer the administrative fees as prescribed in the contracts between the county and Licensed Collectors.

(Ord. No. 555, § 2, 12-3-96)

**Sec. 13-2. Applicability.**

This chapter regulates the storage, segregation, collection, transportation, processing and disposition of solid waste generated within the unincorporated area of Kings County.

(Ord. No. 533, § 2, 6-21-94)

That section 13-3 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-3. Responsibility to manage solid waste.**

It is hereby declared that it is in the interest of public health, safety and welfare that the county control and manage the segregation, storage, collection, transportation, processing and disposal of solid waste in the unincorporated areas of the county.

- (1) In this regard, the county is responsible for all aspects of management of solid waste. It may carry out this responsibility itself or it may contract with persons to conduct such work.

- 
- (2) The county has full authority to regulate the collection and transportation of solid waste, including recyclables and organics, within the jurisdiction of Kings County.

(Ord. No. 533, § 2, 6-21-94)

**Sec. 13-4. Rules and regulations.**

The board shall, by resolution, establish additional rules and regulations to administer and carry out the policies and purposes of this chapter as from time to time appear to be in the best interests of the public health, safety and welfare.

(Ord. No. 533, § 2, 6-21-94)

**Sec. 13-5. Administration of chapter.**

The public works director is charged with administration of this chapter and the rules and regulations adopted by the board. The public works director is authorized to make necessary and reasonable policies and procedures with respect to the accumulation, collection, transportation, processing, recycling, and disposal of various types of solid waste, consistent with this chapter and the rules and regulations adopted by the board. The health officer shall have authority to enter, at any reasonable hour, upon the premises of any person regulated by this chapter to determine compliance with this chapter and the rules and regulations adopted by the board.

(Ord. No. 533, § 2, 6-21-94; Ord. No. 555, § 3, 12-3-96)

That section 13-6 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-6. Definitions.**

Except as otherwise provided herein, the words used in this chapter shall be interpreted consistent with the definitions set forth in Public Resources Code Section 40100 et seq., the Health and Safety Code Section 25110 et seq., and Title 14 California Code of Regulations Section 17225 et seq. The definitions set forth below shall apply throughout this chapter.

*Act* means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.) and all regulations adopted under that legislation, as may be amended from time to time.

*Agricultural solid waste* means manures, culls, prunings or crop residues resulting from the production, packing or processing of farm or agricultural products.

*Blue Container* means a container where either the lid of the container is blue in color, or the body of the container is blue in color and lid is either blue, gray, or black in color. Blue Containers shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

*Board* means the Kings County Board of Supervisors.

*Buy back facility* means a facility which receives source separated materials for a fee.

*CalRecycle* means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on the County (and others).

*Clean up people* means those individuals or firms exclusively providing solid waste cleanup and removal services at residential, commercial, industrial or institutional locations.

*Collection vehicle* means any vehicle or equipment used in the collection of residential, commercial, industrial or governmental solid waste.

*Collector* means any person who engages in solid waste collection.

*Collector Route* means the designated itinerary or sequence of stops for each segment of the County's collection service area.

*Commercial Business* or *Commercial* means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling. A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

*Commercial Edible Food Generator* includes a Tier One or a Tier Two Commercial Edible Food Generator as defined of this ordinance. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

*Community Composting* means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

*Compliance Review* means a review of records by the County, or its Designee, to determine compliance with this ordinance.

*Compost* means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility.

*Composting facility* means a permitted solid waste facility at which composting is conducted and which produces compost.

*Compostable Plastics* or *Compostable Plastic* means plastic materials that meet the ASTM D6400 standard for composability.

*Container Contamination* or *Contaminated Container* means a container, regardless of color, that contains Prohibited Container Contaminants.

*Container* means any bin, roll-off box, vessel, can or receptacle used for collecting solid waste for removal, whether owned by the collector, property owner or tenant.

*County Enforcement Official* means the Director of the County's Public Health Department.

*C&D* means construction and demolition debris.



*Designated Source Separated Organic Waste Facility* means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

*Designee* means an entity that the County contracts with or otherwise arranges to carry out any of the County’s responsibilities of this ordinance, and may be a government entity, a collector, a private entity, or a combination of those entities.

*Edible Food* means food intended for human consumption. For the purposes of this ordinance, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

*Enforcement Action* means an action of the County to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

*Food Distributor* means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

*Food Facility* means operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, and has the same meaning as in Section 113789 of the Health and Safety Code.

*Food Recovery* means actions to collect and distribute food for human consumption that otherwise would be disposed.

*Food Recovery Organization* means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

A food bank as defined in Section 113783 of the Health and Safety Code;

A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

*Food Recovery Organization* is not a Commercial Edible Food Generator for the purposes of this ordinance. If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

*Food Recovery Service* means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food

Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance.

*Food Scraps* means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

*Food Service Provider* means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

*Food-Soiled Paper* is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons

*Food waste* means all institutional, residential and commercial food product waste.

*Garbage* means the putrescible animal, fish, fowl, food, fruit, bakery goods or vegetable matter resulting from the preparation, storage, processing, handling, decay, distribution, manufacturing or consumption of such substance except suet, tallow, bones or meat trimmings that are not rejected by the owner or producer as worthless or useless.

*Gray Container Waste* means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container.

*Green Container* means a Container where either the lid of the Container is green in color, or the body of the Container is green in color and the lid is green, gray, or black in color and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

*Green waste* means all grass clippings, leaves, branches and tree trunks and other yard waste generated by residential property owners and placed at the curb.

*Grocery Store* means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

*Health officer* means the Health Officer of Kings County or his authorized representative.

*Inspection* means a site visit where the County, or its Designee, reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

*KWRA* means the Kings Waste and Recycling Authority, the joint powers agency consisting of the County of Kings and member cities.

*Large Event* means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38)

differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

*Large Venue* means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

*License* means a solid waste collection license issued by the public works director pursuant to Article III of this chapter.

*Licensed collector* means any person or entity which has obtained a solid waste collection license from the county pursuant to Article III of this chapter.

*Litter* means all improperly discarded solid waste, including but not limited to, convenience food, beverage and other product packages or containers constructed of steel, aluminum, glass, paper, plastic and other natural and synthetic materials thrown or deposited on the lands and waters of the state but not including the properly discarded waste of the primary processing of agriculture, mining, logging, saw milling or manufacturing pursuant to California Code of Regulations Title 14, Section 17225.42.

*Local Education Agency* means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

*Local enforcement agency* means the agency which has been designated under the California Integrated Waste Management Act as the local enforcement agency within Kings County. The current local enforcement agency is the county health department.

*Material recovery facility* means a facility designed to receive, process, and dispose of solid waste with the purpose of performing salvage and then disposing of the residual solid waste at an approved solid waste disposal site.

*Medical waste* means biohazardous waste; sharps waste; waste which is generated or produced as a result of the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto or in the production or testing of biologicals pursuant to California Health and Safety Code, Section 25023.2.

*Multi-Family Residential Dwelling* or *Multi-Family* means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

*Non-Compostable Paper* includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

*Non-Local Entity* means the following entities that are not subject to the County's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42).

*Non-Organic Recyclables* means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

*Notice of Violation (NOV)* means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

*Nuisance* means anything which is injurious to human health or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.

*Occupant* means every owner, tenant, lessee or person having the care or control of any property or premises.

*Organic Waste* means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

*Organic Waste Generator* means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

*Paper Products* include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

*Person* means any individual, firm, association, partnership, political subdivision, government agency, district municipality, public or private corporation, for profit or non-profit, or any other entity whatsoever.

*Premises* means a tract or parcel of land with or without habitable buildings or appurtenant structures.

*Printing and Writing Papers* include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

*Prohibited Container Contaminants* means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the County's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the County's Green Container; (iii) discarded materials placed in the Gray (brown or black) Container that are

acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in County's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

*Public works director* means the Public Works Director of Kings County or his authorized representative.

*Putrescible waste* means organic material with a decomposition capacity to emit noticeable quantities of odor and gaseous byproducts. Material in this category includes, but is not limited to, kitchen waste, dead animals, and food waste.

*Recovered Organic Waste Products* means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

*Recovery* means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

*Recyclables* means solid waste which is aluminum, glass bottles and jars, paper, newspaper, cardboard, plastic containers, tin and bi-metal, white goods, yard or green waste and other materials which can be, processed and returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

*Recycled-Content Paper* means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

*Renewable Gas* means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

*Restaurant* means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

*Route Review* means a visual Inspection of containers along a Collector Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

*SB 1383* means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

*SB 1383 Regulations* or *SB 1383 Regulatory* means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

*Salvage* means the following:

- (1) *Verb*: Segregation of recyclables from the solid waste stream by the generator of that solid waste and preparation for sale by the generator, at a profit, in the commercial market.
- (2) *Noun*: Solid waste which has been prepared by the generator, at the site where generated, and which is salable as a commodity.

*Self-Hauler* means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

*Single-Family* means of, from, or pertaining to any residential premises with fewer than five (5) units.

*Solid Waste* means all putrescible or non-putrescible solid and semi-solid waste, including recyclables, refuse, garbage, rubbish, trash, decaying vegetable and animal matter, ashes, street refuse, green waste, industrial waste, swill, offal, tin cans, paper, and other offensive or nauseous substances, excepting the following: agricultural solid waste, and liquid-carried industrial wastes, and sewage or sewage hauled as an incidental part of a septic tank or cesspool cleaning service, medical waste, and hazardous and extremely hazardous waste as defined and regulated by state law.

*Solid waste collection* means the commercial act of collecting, removing, or transporting solid waste generated at residential, commercial, industrial or governmental sites within the unincorporated territory of Kings County, and hauling it to a facility for processing, transfer, or disposal.

*Solid waste collector* means any person or entity which has been issued a solid waste collection license by the public works director pursuant to Article III of this chapter.

*Solid waste facility* means a disposal site, buy-back facility, material recovery facility (MRF), composting facility, transfer station, or a site that engages in any solid waste processing, or any facility specified in the Public Resources Code Section 40194. Solid waste facility shall include a commercial or industrial business conducting salvage of recyclables, but shall exclude private residences engaged in salvage for their own purposes.

*Solid waste processing* means the reduction, separation, composting, recovery, salvage, conversion or recycling of solid waste and any activity conducted in a solid waste facility.

*Solid waste processor* means any person regularly engaged in solid waste processing, including a buy-back facility as defined herein.

*Source Separated* means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee,

property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste for the purposes of collection and processing.

*Special waste* means solid waste which has characteristics which make it unsuitable for collection and/or processing by regular or routine methods. Such wastes include, but are not limited to, tires, large white goods, demolition. These wastes will be collected and/or processed separately from the regular collection and processing procedures.

*Source Separated Blue Container Organic Waste* means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

*Source Separated Green Container Organic Waste* means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

*Source Separated Recyclable Materials* means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

*State* means the State of California.

*Supermarket* means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

*Three Container Collection Service* are Solid Waste collection companies permitted to collect Solid Waste by the County Public Work's Director, or designee.

*Tier One Commercial Edible Food Generator* means a Commercial Edible Food Generator that is one of the following, Supermarket, Grocery Store with a total facility size equal to or greater than 10,000 square feet, Food Service Provider, Food Distributor, and Wholesale Food Vendor.

*Tier Two Commercial Edible Food Generator* means a Commercial Edible Food Generator that is one of the following, Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet, Hotel with an on-site Food Facility and 200 or more rooms' Health facility with an on-site Food Facility and 100 or more beds, Large Venue, or Large Event, a State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet, or A Local Education Agency facility with an on-site Food Facility.

*Three-Container Collection Services* are solid waste collection companies permitted to collect solid waste by the County's public works department. A current list of permitted solid waste collection companies are available at the public works department.

*White goods* means kitchen or other large appliances.

*Wholesale Food Vendor* means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

*Yard waste* means leaves, grass, weeds, and wood materials from trees and shrubs.



(Ord. No. 533, § 2, 6-21-94; Ord. No. 555, § 4, 12-3-96)

**Secs. 13-7—13-9. Reserved.**

***ARTICLE II. WASTE MANAGEMENT REGULATIONS***

**Sec. 13-10. Solid waste management standards.**

The board, by resolution, may establish additional standards for the storage, collection, and transportation of solid waste, based on recommendations of the public works director and the health officer. The board may from time to time revise these standards.

(Ord. No. 533, § 2, 6-21-94)

That section 13-11 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-11. Requirements for single-family generators.**

With the exception of Single-Family generators that meet the Self-Hauler requirements in Section 13.57, or that are located in the unincorporated parts of the county subject to low population waivers granted by CalRecycle, Single-Family Organic Solid Waste Generators shall comply with the following requirements, except for:

- (1) Subscribe to a Three-Container Collection Service for all Solid Waste generated as described below in Section 13-11(2). The county shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity of each type of collection service for proper separation and containment of materials. Single-Family generators shall adjust their level of collection services as requested by the county. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (2) Participate in the county's Solid Waste collection service(s) by placing place Source Separated Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container.
- (3) Generators shall not place Prohibited Container Contaminants in collection containers.

That section 13-11 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-12. Requirements for commercial businesses.**

Generators that are Commercial Businesses shall:

- (1) Subscribe to a Three-Container Collection Service for all Solid Waste generated as described below in Section 13-12(2). The county shall have the right to review the

number and size of a generator's containers to evaluate adequacy of capacity of each type of collection service for proper separation and containment of materials. Generators shall adjust their level of collection services as requested by the county.

- (2) With the exception of Commercial Businesses that meet Self-Hauler requirements in Section 13.57 of this ordinance, participate in the county's Solid Waste collection service(s) by placing Source Separated Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container.
- (3) Generators shall not place Prohibited Container Contaminants in collection containers.
- (4) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 13-12(5) below) for employees, contractors, tenants, and customers, consistent with county's Blue Container, Green Container, and Gray Container collection service.
- (5) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Organic Waste and Source Separated Recyclable Materials, generated by that business, in all indoor and outdoor areas where disposal containers are provided for customers, except for restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
  - a. A body or lid that conforms with the container colors provided through the collection service provided by the county.
  - b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (6) Notwithstanding the requirements of Section 13-12(5), a Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with container color or label requirements prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
- (7) Excluding Multi-Family Residential Dwellings, to the extent practicable through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the county's Blue Container, Green Container, and Gray Container collection service.
- (8) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

- (9) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Organic Waste and Source Separated Recyclable Materials.
- (10) To the extent applicable, provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (11) Provide or arrange access for the county or its agent to the Commercial Business's property(ies) during all compliance Inspections conducted in accordance with Section 13-53.
- (12) If a Commercial Business wants to self-haul, meet the Self-Hauler Requirements in Section 13.57 of this ordinance.
- (13) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

That section 13-13 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-13. Health and safety issues.**

- (a) *Private property to be free of excess solid waste and litter.* The owner, occupant or operator of any premises, business establishment, or other property, vacant or occupied, shall be responsible for the safe and sanitary storage of all solid waste and recyclables accumulated on the property. The property shall be free of excessive amounts of solid waste and litter, except that manure or wood, leaves and other green waste may be accumulated, providing that no nuisance is created. What are excessive amounts of solid waste and litter shall be as determined by the health officer.
- (b) *Providing waste collection containers.*
  - (1) No person shall maintain or use any residence, place of business, or other building or place where persons reside, congregate or are employed, which is not provided with one or more containers for the sanitary removal of all Solid Waste.
  - (2) Except for the purpose of green waste composting or as set forth in subsection (e) below, no person shall place or dump any solid waste or any offensive, unsightly or decaying matter of any kind whatsoever anywhere in the county other than in an approved container designated for that type of waste, consistent with the county's Blue Container, Green Container, and Gray Container collection service or an approved solid waste facility.
  - (3) No person shall place hot coals, hot ashes or other burning matter in any solid waste container set out for collection.

- (c) *Disposition of animal carcasses.* Every owner, occupant and operator of any real property situated within the unincorporated area of the county shall, upon reasonable notice given by the county health officer, bury to a depth of at least three feet under the surface of the earth, or remove to a proper disposal site, all carcasses of dead animals which have died or are upon any part of such real property. Animal carcasses shall not be placed in solid waste containers.
- (d) *Accumulation of solid waste to be removed.* Whenever any solid waste has been thrown or deposited upon any street, road, or private or public premises, or has accumulated thereon, the health officer shall give written notice to the owner, tenant or person having charge or control of said street, road, or premises, to remove from the premises the substances so deposited or accumulated. It shall be unlawful for the owner, tenant or person having charge or control of said premises to neglect or fail to remove said solid waste from said premises within a reasonable time, as determined by the health officer, after the receipt of said notice.
- (e) *Food waste and agricultural byproducts.*
  - (1) *Food waste for stock feeding.* The owner or occupant of any agricultural property may allow food waste to be accumulated, stored, disposed of, or used for stock feeding on the premises, as long as such food waste is not permitted to become a nuisance due to the breeding or attraction of flies or rodents, or from odors, or to create a hazard to the public health, safety, or welfare, as determined by the health officer. All such agricultural operations shall comply with the Agricultural Solid Waste Management Standards, Title 14 California Code of Regulations, commencing with Section 17801.
  - (2) *Agricultural byproducts.* Culled fruits and vegetables and agricultural byproducts which cannot be used for animal feed, returned to soil or recovered in another manner shall be disposed of in a Green Container consistent with the county's Blue Container, Green Container, and Gray Container collection service. Agriculture byproducts or wastes, not of plant or animal origin, such as nonhazardous packaging, plastic film or shop wastes, shall be disposed of in a Blue Container in accordance with the county's Blue Container, Green Container, and Gray Container collection service.

(Ord. No. 533, § 2, 6-21-94; Ord. No. 555, § 5, 12-3-96)

That section 13-14 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-14. Requirements for organic waste collectors.**

- (a) No person shall provide residential, Commercial, or industrial Organic Waste collection services to generators within the county's boundaries without first obtaining a license from the Public Work's Director, which will be memorialized in an agreement between the county and collector.
- (b) Persons providing residential, Commercial, or industrial Organic Waste collection services to generators within the county's boundaries shall meet the following requirements and standards as a condition of initial and continued approval to collect Organic Waste:
  - (1) Through written notice to the county, identify the facilities that recover Source Separated Organic Waste to which they will transport Organic Waste. Organic Waste Licensed

Collectors shall notify the county in writing within thirty (30) days of any changes in or additions to the identified facilities.

- (2) Transport Source Separated Organic Waste to a facility, operation, activity, or property that recovers and reduces landfill disposal of Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- (c) Persons authorized to collect Organic Waste pursuant to this section shall conduct annual route reviews of commercial and residential organic waste generators for prohibited container contaminants. Compliance with this subsection shall require a review of all routes on an annual basis, but shall not require a review of each generator on the Licensed Collector's route.

That section 13-15 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-15. Recovered organic waste and recycled paper procurement requirements.**

- (a) County departments and direct service providers to the county of landscaping maintenance, renovation, and construction shall:
  - (1) As reasonably practicable, use compost and mulch for all landscaping renovations, construction, or maintenance performed for the county that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR, Division 7, Chapter 3.1, Article 1, Section 17852.
  - (2) Keep and provide records of procurement of Recovered Organic Waste Products (either through purchase or acquisition) to county, upon completion of projects or procurement. Information to be provided shall include:
    - a. General description of how and where the product was used, and if applicable, applied;
    - b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured.
    - c. Type of product;
    - d. Quantity of each product; and
    - e. Invoice or other record demonstrating purchase or procurement.
- (b) All vendors providing Paper Products, Printing and Writing Paper shall:
  - (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty (30) percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

- (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- (3) Certify in writing, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the county. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both, can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
- (5) Provide records to the county's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the county's recycled-Content paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the county. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 6.3.2.10(b)(3) and (b)(4) above for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

(c) The public works director, in collaboration with the county's purchasing department, shall develop and maintain reasonable policies and procedures consistent with this section.

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-16. which said section reads as follows:

**13-16 - Waivers for generators**

The County may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in) below. Commercial Businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation noted below.
- (2) Provide documentation that either:
  - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

- (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
- (3) Notify County if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
- (4) Provide written verification of eligibility for de minimis waiver every 5 years, if County has approved de minimis waiver.

The county may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the County has evidence from its own staff, a licensed collector, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements. A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application to the Public Works Department specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its licensed collector, licensed architect, or licensed engineer.
- (3) Provide written verification to County that it is still eligible for physical space waiver every five years, if Jurisdiction has approved application for a physical space waiver.
- (c) County, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the County's Three-Container Service Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, one time or more per week.

**Secs. 13-22—13-29. Reserved.**

### ***ARTICLE III. LICENSING FOR SOLID WASTE COLLECTION<sup>2</sup>***

That section 13-30 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-30. License required.**

For the purpose of protecting the public health and safety and the environment, and pursuant to regulations adopted by the public works director, the public works director shall issue non-exclusive solid waste collection licenses to persons or entities making application for a license

---

<sup>2</sup>Editor's note(s)—Ord. No. 555, § 9, adopted Dec. 3, 1996, repealed Art. III, §§ 13-30—13-41, which pertained to contracting for solid waste collection. Section 10 of said ordinance enacted provisions designated as a new Art. III, to read as herein set out. See the Code Comparative Table for a detailed analysis of inclusion.



pursuant, and subject to, the provisions of this article, and the agreements between the county and licensed collectors.

(Ord. No. 555, § 10, 12-3-96)

**Sec. 13-31. Solid waste collection license.**

After completion of the application process set forth in section 13-32 of this article, the public works director may issue a non-exclusive license to an applicant for a solid waste collection license, subject to appropriate terms and conditions set forth in the license, which terms and conditions shall be consistent with this chapter and with the regulations adopted pursuant thereto.

- (1) *License content.* The solid waste collection license shall include all the requirements of this chapter including, but not limited to, the responsibilities of solid waste licensees as set forth from section 13-36 through section 13-41, the rules, regulations and established standards set by the board under sections 13-4 and 13-10, and the policies and procedures established by the public works director under section 13-5.
- (2) *License term.* Licenses issued pursuant to this section shall be valid for three years from the date of issuance. Such licenses shall be renewable subject to compliance with a renewal application procedure to be developed by the public works director.

(Ord. No. 555, § 10, 12-3-96)

**Sec. 13-32. License application process.**

The public works director and health officer are responsible for the review and evaluation of applications for solid waste licenses. Upon receipt of an application and the required fees, the public works director shall forward a copy of the application to the health officer.

- (1) Every application for a solid waste collection license must be accompanied by the fee required under section 13-33 below and shall contain at least the following information:
  - a. The name, address and business telephone number the of the applicant.
  - b. A comprehensive description of the proposed schedule for solid waste collection days and time.
  - c. A comprehensive statement setting forth the applicant's experience in providing commercial solid waste collection services in the past.
  - d. A complete description of the comprehensive system to be used by the applicant to meet the landfill diversion requirements set forth in section 13-36(a)(6)b of this chapter, in the event that the applicant does not intend to comply with the requirement set forth in section 13-36(a)(6)a. Prior to the issuance of a license, the public works director must make a determination that such diversion system meets the requirements of this chapter and will not in any way jeopardize the county's ability to comply with the requirements set forth in public resources code section 41780.
- (2) The health officer shall make any inspections he deems necessary or appropriate and within 30 days shall report to the public works director with recommendations, including any recommendations for special license conditions relating to public health and safety.

- (3) The public works director shall review all applications and make such investigations as he deems necessary and appropriate.
- (4) Upon the basis of the level of service proposed, any historical evidence as to the quality of service, the health officer's recommendations, evidence submitted and results of any investigations, the public works director shall make a finding on the qualifications of the applicant under this chapter. On the basis of his findings, the public works director shall issue the license with appropriate conditions attached thereto, or he shall deny the application. If the public works director denies an application for a license, the applicant may request and shall be entitled to an appeal hearing before the board of supervisors, which shall be conducted pursuant to the provisions of section 13-50 of this chapter.

(Ord. No. 555, § 10, 12-3-96)'

**Sec. 13-33. License application fee.**

Based upon the recommendation of the public works director, the board of supervisors shall establish a schedule of appropriate fees to cover the costs of processing and reviewing applications for solid waste collection licenses. An application shall not be accepted by the public works director unless it is accompanied by the appropriate fee. An application which is mistakenly accepted without payment of the required fee shall be returned to the applicant without further processing.

(Ord. No. 555, § 10, 12-3-96)

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-34. which said section reads as follows:

**Sec. 13-34. Exception to licensed collector services.**

The following persons are not required to obtain a Solid Waste collection license:

- (1) Professional gardeners and persons hauling special waste, such as clean-up people;
- (2) Persons collecting dead animals, bones, meat scraps, grease or other waste food products for rendering or animal food;
- (3) Collectors of tires and salvaged recyclables;
- (4) Persons who collect vegetable matter or food waste, without any charge, for use as food for animals;
- (5) Licensed construction and demolition contractors removing construction and demolition waste from a residential or commercial premises using their own employees and equipment as an incidental part of a comprehensive service offered by such contractor and in compliance with applicable law.
- (5) Generators of hazardous waste (including household hazardous waste), medical waste, liquid waste and designated waste disposing of such materials in accordance with applicable law;
- (6) Persons who provide solid waste collection under license, permit, contract with other governmental entities in the unincorporated areas of Kings County.

(c) The persons listed in subsections (b)(1) through (b)(4) above, shall be subject to the following provisions:

(1) They shall register in accordance with subdivision section 13-35;

(2) They shall comply with all applicable health and safety requirements and standards for the collection, storage, processing and transportation of solid waste of that type.

(3) They shall comply with all reasonable and applicable policies, regulations and procedures adopted or established by the public works director in accordance with section 13-5.

That section 13-35 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-35. Registration of solid waste collection and processing .**

Except as set forth in subsection (b) below, and except within the City of Avenal, it shall be unlawful for any person in any unincorporated area of the county to collect, remove, dispose of, transport or process solid waste without first registering with the public works director.

(b) Exceptions. The following persons are not required to register:

(1) Persons holding a solid waste collection license issued pursuant to Article III of this chapter;

(2) Persons within their own homes, whether owned or rented, who perform salvage for their own purposes;

(3) All publicly operated solid waste facilities which operate under state permit;

(4) The member agencies of KWRA, and those persons who, collect, remove, dispose of, transport or process solid waste under license, permit, or contract issued or entered into by said member agencies of KWRA.

(c) All solid waste processors, licensed collectors, consistent with the applicable agreement, may be required to prepare and submit an annual "report of solid waste processed" to the public works director. This report may be determined to be essential in monitoring the amount of solid waste diverted from land filling. The report shall contain, at a minimum, the following information.

(1) The name of the person conducting the solid waste processing.

(2) The type of solid waste processing conducted.

(3) The total tonnage of solid waste processed.

(4) The type of and tonnage of solid waste processed as recyclables.

(5) The destination of the solid waste processed as recyclables.

**Sec. 13-36. Licenses for cities and districts.**

Licenses may be issued to cities and special districts for collection outside their jurisdictions under the same terms and conditions set forth in this chapter, subject to the requirements of section 13-1.5 of this chapter.

(Ord. No. 555, § 10, 12-3-96)

That section 13-37 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-37. Responsibility of solid waste collection licensees.**

- (a) In addition to other requirements of this chapter, each licensed collector shall comply with the following requirements:
  - (1) *Performance standards.* The licensee shall provide solid waste collection service in compliance with the performance standards adopted by the board by resolution.
  - (2) *Litter and nuisance prevention.* The licensee shall be responsible for the prevention of littering or the creation of a nuisance at the loading point, during loading, during transport, and during unloading operations.
  - (3) *Regular collection schedule.* The licensee shall provide a minimum regular collection schedule for his or her customers. The licensee may change the regular collection schedule, consistent with the terms of the county agreements with licensed collectors but only after giving the county public works department and each of the effected customers at least 30 days notice of the proposed change.
  - (4) *Operating records.* The licensee shall keep and maintain such operating records as the public works director may require to ascertain the extent of compliance with this chapter, and shall, if so requested by the public works director, submit periodic reports of his or her operations.
  - (5) *Customer complaints.* The licensee shall maintain a record of customer complaints, to include a record of the action taken to resolve each complaint. Such record shall be available for inspection by the public works director for a period of at least three years.
  - (6) *Landfill diversion requirements.* The licensee shall either:
    - a. The licensed collector shall collect, remove, and transport Solid Waste in compliance with this chapter and other applicable law, including, but not limited to, 14 CCR § 18988.2. Such compliance shall include disposal of Solid Waste at the appropriate facility or operation for that type of waste pursuant to the three-container system of recovery and recycling to the KWRA Materials Recovery Facility/Transfer Station located at 7803 Hanford-Armona Road, Hanford, California. The County shall have the right to approve any change in the designated disposal facility in its sole and absolute discretion. The County shall notify the licensed collector in writing of any changes in or additions to the designated disposal facility.
    - b. Develop, maintain and operate a comprehensive system of recycling all recyclables deposited in solid waste containers to be used by the solid waste collector during the term of the license, which system shall be subject to the prior approval of the public works director. The system developed by the licensee must ensure that the licensee will meet the landfill diversion goals set forth in Public Resources Code section 41780, shall comply in all respects with all other provisions of the California Integrated Waste Management Act, the Kings County Multi-Jurisdictional Source Reduction and Recycling Element adopted in March 1992, and the Kings County Countywide Integrated Waste Management Plan adopted in April 1995. Such system shall include a provision requiring delivery by the licensee of all recyclables placed in yellow bags to

the KWRA MRF. Failure of the solid waste collector to implement, maintain and operate such diversion system so as to meet the landfill diversion goals set forth in Public Resources Code section 41780 and in the Kings County Multi-Jurisdictional Source Reduction and Recycling Element may result in the county imposing penalties on the solid waste collector which would otherwise be imposed upon the county under the provisions of Public Resources Code section 41850, in an amount which is proportionate to the amount of solid waste which the licensee collects within Kings County. The imposition of such penalties is not exclusive of any other remedies set forth in Chapter 13.

- (7) *KWRA use agreement.* In the event that the solid waste collector opts to comply with subsection (6)a. above by delivering all recyclables to the KWRA MRF, and prior to the issuance of a license, the applicant shall enter into an agreement (use agreement) with KWRA which guarantees that KWRA will accept the licensee's solid waste and recyclables for the term of the license and guarantees that the licensee will deliver all such solid waste and recyclables to KWRA's designated facility. A current executed copy of the use agreement shall be a condition of the license, and failure to comply with such use agreement shall be grounds for revocation of the license.
  - (8) *Annual financial report.* Annually, on October 31, each licensed collector shall provide the County with three copies of annual financial statements for the fiscal year having ended on June 30. The annual financial statement shall be prepared in accordance with generally accepted accounting principles. In the event of failure to provide any such report, the County may employ a qualified accountant or the County auditor to prepare the report, and the licensed collector in such case, shall be liable to pay the costs and expenses of the accountant or County auditor.
  - (9) *Customer lists.* The licensee shall keep and maintain a current list of customers with name, telephone number, address and type of service and shall make such list available to the public works director or his designee upon request if and when the licensee discontinues providing service to customers within the Kings County unincorporated area.
- (b) *Identification requirement.* The identification of solid waste containers and vehicles used in the collection and transport of solid waste shall be governed by Title 14 California Code of Regulations Sections, Sections 17316 and 17344.
  - (c) *Transportation requirements.* Hauling of solid waste and parking of solid waste vehicles.
    - (1) The hauling of solid waste on public roads or highways shall be governed by Vehicle Code Sections 23114 and 23115.
    - (2) The parking of solid waste collection and transportation vehicles shall be governed by Title 14 California Code of Regulations, Section 17343.
    - (3) Vehicle and equipment inspection. Subject to the provisions of existing law, the vehicles and equipment of a licensed collector may be inspected by the health officer at any reasonable time, at the point of operation or at the licensed collector's service yard.
  - (d) *Insurance requirements.* Solid waste licensees shall be responsible for obtaining and maintaining during the entire term of their license and all renewals thereof a policy of public

liability and property damage insurance in amount to be established by the public works director after consultation with the county risk manager.

A license shall not be issued by the public works director until the applicant has submitted a certificate of such insurance to the public works department.

(Ord. No. 555, § 10, 12-3-96)

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-38. which said section reads as follows:

**Sec. 13-38. Office and customer information requirements.**

Each licensed collector shall establish and maintain an office where service may be applied for and complaints made. The office shall be equipped with a listed telephone, to which calls from customers may be placed without payment of a toll. In addition, each licensed collector shall provide a 24-hour, seven-day-a-week emergency telephone number for the use of the county and customers in the event of an emergency. Each licensed collector shall supply all serviced premises with printed information cards containing information regarding amounts of solid waste which will be collected, complaint procedures, rates, regulations, and days of collection. Information cards shall be provided to each customer at the time of subscription, upon request, and in advance of route, rate, or regulation changes.

(Ord. No. 555, § 10, 12-3-96)

That section 13-39 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-39. Billing procedures and practices.**

All subscribers of services provided by a Licenses Collector shall be billed directly by that Licensed Collector. Such bills may be paid by check, cash, or credit card. For periods of vacancy when a subscriber will not require any services from a Licensed Collector, the subscriber may request a temporary discontinuation of service and related charges. Any such discontinuation will take effect after an initial vacancy period of thirty (30) days and, unless the Licensed Collector agrees otherwise, will be for a minimum period of thirty (30) days.

That section 13-40 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-40. Delinquent accounts; liens.**

Any account with unpaid charges for three (3) months or longer shall be considered a delinquent account. At the request of a Licensed Collector, and upon the submission to the County of appropriate information demonstrating that an account is delinquent, the County will send a letter to the owner of the property with the delinquent account and request payment within thirty days. If complete payment is not received by the owner of the property within thirty (30) days, the County may place a lien on the property in accordance with Government Code Section 25828, and proceed to collect any unpaid amounts in the manner set forth therein. All amounts collected by

the County pursuant to this section shall be remitted in full to the Licensed Collector, less any offset for amounts due the County from that Licenses Collector.

That section 13-41 of the Code of Ordinances, County of Kings, is hereby amended to read as follows:

**Sec. 13-41. Nonliability of county.**

Neither the county nor any of its officers or employees shall be liable, or in any way responsible, for the payment of any service rates or charges due a Licensed Collector for performing services for any person or entity other than the county.

**(Ord. No. 555, § 10, 12-3-96)**

***ARTICLE IV. ENFORCEMENT AND PENALTIES***

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-53 which said section reads as follows:

**Sec. 13-53. Inspections and Investigations**

- (a) County representatives and/or designees, are authorized, in accordance with applicable laws, to conduct reasonable inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Collectors, Licensed Collectors, Self-Haulers subject to applicable laws. This section does not authorize county or any designee to enter the interior of a private residential property for inspection without authorized consent or a lawful warrant.
- (b) All entities subject to this chapter shall provide or arrange for access to all areas subject to inspection during the inspection (with the exception of residential property interiors) and shall cooperate with the county's representative or designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, records, or any other requirement of this chapter described herein. Failure to provide or arrange for access to an entity's premises and/or access to records for any inspection or investigation is a violation of this chapter and may result in enforcement as authorized in this chapter.
- (c) Any records obtained by the county during its inspection and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) County representatives and/or designee are authorized, in accordance with applicable laws, to conduct any inspections or other investigations, randomly or as a result of a complaint of non-compliance, as reasonably necessary to ensure compliance with this chapter. The county may, in its discretion, authorize Licensed Collector to perform certain



inspection and/or investigation activities under this section pursuant to the terms of the agreement with the Licensed Collector and as authorized by law.

- (e) Persons who know or reasonably suspect that an entity or person is not in compliance with the SB 1383 Regulations may file a written complaint with the county. The director of public works shall develop procedures for receipt of such written complaints, including those that are made anonymously.

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-54 which said section reads as follows:

**Sec. 13-54. Enforcement.**

- (a) Except as otherwise specifically provided in this chapter, the health officer shall be responsible for the enforcement of this chapter and the rules and regulations adopted by the board.
- (b) Education Period for Non-Compliance. Upon the effectiveness of this chapter and through December 31, 2023, county or its designee will conduct inspections, route reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this chapter, consistent with Section 13-49. If the county determines that any Organic Waste Generator, hauler, or other entity is not in compliance, county or designee shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required and that violations may be subject to civil penalties starting on January 1, 2024.
- (d) Violation of any provision of this chapter is grounds for issuance of a Notice of Violation. Persons issued a Notice of Violation shall correct any noncompliance with this chapter within sixty (60) days of the Notice's issuance. Nothing in this chapter precludes the county from using any other available method, including, without limitation, issuance of administrative citations in accordance with Chapter 1A of this Ordinance Code, for violations of this chapter.

Consistent with Chapter 1A of this Ordinance Code, the penalty levels are as follows

- (1) For a first violation, the amount of the base penalty shall be \$100 per violation.
  - (2) For a second violation, the amount of the base penalty shall be \$200 per violation.
  - (3) For a third violation, the amount of the base penalty shall be \$500 per violation.
- (e) *Civil Penalties for Non-compliance.* Beginning January 1, 2024, if the county determines that an Organic Waste Generator, hauler, or other entity is not in compliance with this chapter, the noncompliance will be documented, and appropriate enforcement action may be taken.
  - (f) Compliance Deadline Extension Considerations. County may extend any compliance deadline set forth in a Notice of Violation issued in accordance with this section if satisfied there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including, without limitation, the following:
    - (1) Acts of God, such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure capacity and the county is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- (f) Use of available enforcement methods. The county may use any available method authorized in this Ordinance Code, state law, or federal law to enforce the provisions of this chapter.
- (g) The remedies available to the county for the handling of violations or enforcement of the provisions of this chapter shall be cumulative and not exclusive of any other applicable provisions of county, state, or federal law.

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-55 which said section reads as follows:

**Sec. 13-55. Violations.**

In addition to the administrative citations under section 13-50, the county may charge violations of this chapter as follows:

- (a) *Misdemeanors.* Any person violating any of the provisions of sections 13-12 or 13-14 of this chapter shall be guilty of a misdemeanor and shall be punishable as provided in section 1-8 of this Ordinance Code.
- (b) *Infractions.* Any person violating any of the provisions of sections 13-11 and 13-15 of this chapter shall be guilty of an infraction and shall be punishable as provided in section 1-8.1 of this Ordinance Code.
- (c) *Citation.* In addition to or in lieu of other enforcement powers set forth in this chapter, the public works director and the health officer shall have the authority to issue citations for violations of this chapter which are made a misdemeanor or an infraction.

(Ord. No. 533, § 2, 6-21-94; Ord. No. 555, § 16, 12-3-96)

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-56 which said section reads as follows:

**Sec. 13-56. Severability.**

If any article, section, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this chapter. The board hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

## ***ARTICLE V. SELF-HAULER REGULATIONS***

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-57 which said section reads as follows:

### **Sec. 13-57. Self-haulers**

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that county otherwise requires generators to separate for collection in the county's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials and their Source Separated Green Container Organic Waste to a KWRA.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the county. The records shall include the following information:
  - (1) Delivery receipts and weight tickets from the entity accepting the waste.
  - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
- (d) Generators located in areas subject to low population waivers granted by CalRecycle and haulers and Self-Haulers operating or located within exempt areas of those Jurisdictions, are not required to comply with the SB 1383 Regulations for the duration of an exemption issued pursuant to 14 CCR Section 18984.12.

## ***ARTICLE VI. EDIBLE FOOD RECOVERY***

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-58 which said section reads as follows:

### **Sec. 13.58. Requirements for commercial edible food generators.**

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this chapter commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
  - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery;

- or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
- (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  - (4) Allow the county's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
  - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
    - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
    - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
      - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
      - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
      - (iii) The established frequency that food will be collected or self-hauled.
      - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
  - (6) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-59 which said section reads as follows:

**Sec. 13.59. Requirements for food recovery organizations and other jurisdictions.**

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
  - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
  - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
  - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
  - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
  - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the county and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the county the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than \_\_\_\_\_.
- (d) Food Recovery Capacity Planning
- (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the county or an entity specified under paragraph (2), Food Recovery Services and Food Recovery Organizations operating in the county shall provide information and consultation to the county, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the county and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the county shall respond to such request for information within 60 days.
  - (2) Jurisdictions and Regional Agencies. Cities, special districts that provide solid waste collection services, and regional agencies located within the county shall conduct Edible Food Recovery capacity planning, in coordination with the county.
    - a. If the county identifies that new or expanded capacity to recover Edible Food is needed, then each Jurisdiction within the county that lacks capacity shall:

- (i) Submit an implementation schedule to CalRecycle and the county that demonstrates how it will ensure there is enough new or expanded capacity to recover the Edible Food currently disposed by Commercial Edible Food Generators within its jurisdiction by the end of the reporting period set forth in 14 CCR Section 18992.3. The implementation schedule shall include the information specified in 14 CCR Section 18992.2(c)(1)(A).
  - (ii) Consult with Food Recovery Organizations and Food Recovery Services regarding existing, or proposed new and expanded capacity that could be accessed by the county and its Commercial Edible Food Generators.
- b. If the county finds that new or expanded capacity is needed, the county shall notify the jurisdictions that lack sufficient capacity.
  - c. A City, Special District that provides solid waste collection services, or Regional Agency contacted by the county pursuant to this Section shall respond to the county's request for information within 120 days of receiving the request from the county.

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-54 which said section reads as follows:

**Sec. 13-60. Investigation and Enforcement.**

- (a) Upon the effectiveness of this section, and through December 31, 2023, county or its designee will conduct inspections and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this article. If the county determines that any Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity to which this section applies is not in compliance, county or designee shall provide educational materials to the entity describing its obligations under this section and a notice that compliance is required and that violations may be subject to civil penalties starting on January 1, 2024.
- (b) Beginning January 1, 2024, if the county determines that Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity to which this article applies is not in compliance with this article, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action as provided in this subsection. Nothing in this section precludes the county from using any other available method, including, without limitation, issuance of administrative citations in accordance with Chapter 1A of this Ordinance Code, for violations of this article.
- (c) County may extend any compliance deadline set forth in a Notice of Violation issued in accordance with this Section if satisfied there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including, without limitation, the following:
  - (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(2) Delays in obtaining discretionary permits or other government agency approvals; or,

(3) Deficiencies in Edible Food Recovery capacity and the county is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(d) The county may use any available method authorized in the Ordinance Code, state law, or federal law to enforce the provisions of this article.

That the Code of Ordinances, County of Kings, is hereby amended by adding a section, to be numbered 13-60 which said section reads as follows:

**Sec. 13-60. Effective Date.**

This amended Chapter 13 shall be effective the date of its approval by the Board, plus additional days as required by law.







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 13, 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**

**September 13, 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.