

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, October 25, 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 ❖ 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=m40d09d5be5948a049341d4bfac7b41c6>

or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

***WebEx will be available for access at 8:50 a.m. ***

Members of the public who wish to view/observe the meeting virtually can do so via the worldwide web at:

www.countyofkings.com and click on the "Join Meeting" button or by clicking this link:

<https://youtu.be/urrUDE6DJmY>

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

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

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Arthur Fox – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE

- II. **EMPLOYEE RECOGNITION – Carolyn Leist**
Acknowledge employees that have completed various milestones of County Service.



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. Report out of Closed Session from the regular meeting for October 18, 2022.
- B. Approval of the minutes from the regular meeting for October 18, 2022.

V. CONSENT CALENDAR

A. Agriculture Department:

- 1. Consider approving a Cooperative Agreement with the California Department of Food and Agriculture for the enforcement of laws and regulations pertaining to industrial hemp cultivation in Kings County retroactively effective from July 1, 2022 through June 30, 2024.

B. Community Development Agency:

- 1. a. Consider finding that Notices of Non-Renewals are Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review;
- b. Consider approving the Notices of Non-Renewals for the following contracts: Land Conservation Contract Numbers 547, 641, 875, and 884, and Farmland Security Zone Contract Number 164.

C. Human Services Agency:

- 1. a. Consider approving the Memorandum of Understanding with the California Department of Social Services for access to The Work Number employment and income verification service;
- b. Consider authorizing the Human Services Agency Director to sign the Memorandum of Understanding with the California Department of Social Services for access to The Work Number employment and income verification service.

D. Department of Public Health:

- 1. Consider approving an Agreement and subsequent certifications with the California Department of Public Health for the Disease Intervention Specialist Workforce Development Grant retroactively effective from July 1, 2021, through December 31, 2025.

VI. REGULAR AGENDA ITEMS

A. Assessor/Clerk-Recorder – Kristine Lee

- 1. Consider approving the Memorandum of Understanding with the California Department of Justice for the Electronic Recording Delivery System.

**B. Administration - Edward Hill/Domingo Cruz
Public Guardian/Veteran's Services Office – Scott Holwell**

- 1. a. Consider adopting a Resolution in support of Operation Green Light for veterans from November 7, 2022, through November 13, 2022.

C. Administration - Edward Hill/Melissa Scheffel

- 1. Consider approving the revised cemetery district American Rescue Plan Act funding project.

D. Department of Public Health – Rose Mary Rahn/Heather Silva

- 1. Consider adopting a resolution proclaiming October 2022 as Breast Cancer Awareness Month in Kings County. .
- 2. a. Consider reducing the frequency of Board of Supervisor Public Health updates regarding COVID-19 and other communicable disease within the county;
- b. Take other action as deemed necessary.



E. Information Technology Department – John Devlin

1. a. Receive information on Senate Bill 156 and the potential impact for Kings County;
- b. Directing staff to take actions as deemed necessary for the implementation of Senate Bill 156;
- c. Approve a Letter of Support for any project or action necessary for implementation;
- d. Authorizing the Chief Information Officer to sign any paperwork required to implement any Board-approved Senate Bill 156 project pending County Counsel approval.

VII. 10:00 AM PUBLIC HEARING

A. Human Services Agency – Wendy Osikafo/Esam Abed

1. a. Conduct a public hearing to receive comment on the Plan that outlines how Permanent Local Housing Allocation funds will be used;
- b. Consider adopting a Resolution authorizing the Kings County Human Services Agency to apply for the Permanent Local Housing Allocation program with the California Department of Housing and Community Development.

VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

IX. CLOSED SESSION

- ◆ **Litigation initiated formally: Title:**
Waagle v. County of Kings, et. al. 21C-0282
[Govt. Code Section 54956.9 (d)(1)]

X. ADJOURNMENT

The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, November 1, 2022 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

November 1	9:00 AM	Regular Meeting
November 8	9:00 AM	Regular Meeting
November 15	-	Regular Meeting Canceled - Board members participating in CSAC Annual 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 October 25, 2022

SUBMITTED BY: Human Resources – Carolyn Leist

SUBJECT: COUNTY SERVICE AWARDS PRESENTATION

SUMMARY:

Overview:

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

Recommendation:

Acknowledge employees that have completed various milestones of County service.

Fiscal Impact:

The Adopted Fiscal Year 2022-23 Budget includes \$17,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established to publicly recognize the length of quality service that employees have provided to the citizens of Kings County. At the end of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each eligible recipient receives a certificate indicating the number of years of service that have been completed. Each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash, or a memento based on the years of qualifying service. At this meeting, employees from the Human Services Agency will be recognized.

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.

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, October 18, 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 ❖ 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=mf72b72f6d6fb4420699437f81b207dd8>

or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

***WebEx will be available for access at 8:50 a.m. ***

Members of the public who wish to view/observe the meeting virtually can do so via the worldwide web at:

www.countyofkings.com and click on the "Join Meeting" button or by clicking this link:

<https://youtu.be/0KkaQ6wNRy4>

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

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

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

Lupe Villa, Kings County Registrar of Voters stated that an error was found regarding designation of districts for a City Council and High School races and staff is working on a resolution to the issue.

Rose Mary Rahn, Kings County Public Health Director stated that the Governor is working on legislation to rescind the State of Emergency related to COVID-19 effective February 28, 2023 and the Federal Government is slated to rescind the State of Emergency related to COVID-19 effective January 11, 2023. She stated that the Brown Act rules are outside the declaration, and she will bring back information when she receives it. Supervisor Neves stated the State and Federal sides should work to get the dates for rescinding the State of Emergency to be the same so issues are not created for any entity during the days between January 11, 2023 and February 28, 2023.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for October 11, 2022.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session on October 11, 2022.

B. Approval of the minutes from the regular meeting for October 11, 2022.

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

IV. CONSENT CALENDAR

A. Human Services Agency:

1. Consider authorizing the Human Services Agency Director, or designee to accept the funding allocation upon the Department of Health Care Services' approval of the grant application for Medi-Cal Health Enrollment Navigator Project retroactively effective from October 1, 2022, through June 30, 2026. **[Agmt #22-182]**

B. Public Health Department:

1. a. Consider accepting the California Department of Public Health's COVID-19 Epidemiological Laboratory Capacity Enhancing Detection Expansion Advanced Molecular Detection Supplemental Funding for Major Construction;
- b. Authorize the Director of Public Health 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)**

C. Public Works Department:

1. a. Consider authorizing the Purchasing Manager to purchase 14 vehicles using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium;
- b. Adopt the budget change. **(4/5 vote required)**

D. Sheriff's Office:

1. a. Consider approving the purchase of 10 kennels for the Animal Services warehouse;
- b. Approve a Heating, Ventilation, and Air Conditioning (HVAC) project in the Animal Services warehouse;
- c. Adopt the budget change. **(4/5 vote required)**

E. Administration:

1. Consider approving the fourth amendment between Kings County and Care ATC to include an update to patients receiving their outside provider lab orders. **[Agmt #19-016.4]**
2. Consider approving the Agreement with the Stratford Public Utility District for residential customer utility arrears. **[Agmt #21-147.1]**

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



V.

REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes

1. a. Consider approving the multi-county semi-statewide Electronic Health Record MHSA Innovation Project Plan;
- b. Adopt the budget change. **(4/5 vote required)**

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

B. Fire Department – William Lynch

1. a. Consider allocating 2.0 full-time equivalent (FTE) Fire Captains in Budget Unit 241000;
- b. Delete 2.0 full-time equivalent (FTE) Fire Apparatus Engineers in Budget Unit 241000.

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

C. Information Technology – John Devlin

1. Consider approving the Agreement with Valley Security and Alarm (a Geil Enterprises, Inc company for the replacement of our Access Control System. **[Agmt #22-183]**

ACTION: APPROVED AS PRESENTED (RV, DV, CP, RF, 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 he attended the Greater Kings County Chamber Salute to Agriculture banquet and Tony Azevedo received Agriculturalist of the Year and GAR Bennett received Agricultural Supporter of the Year awards and it was a good event. He stated that he attended the Kings/Tulare Area Agency on Aging meeting.

Supervisor Verboon stated that he attended the Greater Kings County Chamber Salute to Agriculture banquet and attended the Greater Kaweah Groundwater Sustainability Act meeting.

Supervisor Valle thanked Bobbie Wartson, Kings Commission on Aging Director for getting the Corcoran Senior Center open and stated that it was great to see everyone there getting a hot meal and enjoying being together. He stated that the Avenal Veteran's Hall Senior Center will open this coming Friday and he is looking forward to that event as well. He stated that he attended the Avenal Pistachio festival.

Supervisor Fagundes stated that he attended the Kings/Tulare Area Agency on Aging meeting and discussed challenges Counties are facing regarding Senior Centers and meals for Seniors.

Sheriff Dave Robinson stated that his staff is working with Kings Commission on Aging to determine if the meals can be prepared in the Jail facility for the senior centers and will report back to the Board when he has more information.

The Board discussed issues they have been advised of with Senior Centers and frozen meal and hot meal challenges that have been brought about from the pandemic in both Kings County and Tulare County.

Supervisor Neves stated that he attended the CalVans meeting, announced at the West Hills College volleyball game, attended the Lemoore Trinity Hall fundraiser, attended the Greater Kings County Chamber Salute to Agriculture banquet, attended the Knights of Columbus breakfast, attended the Kings County Homelessness Collaborative meeting, and stated that he will be attending the Kings County Historical Society meeting where Sheriff Robinson will be speaking.



- ◆ **Board Correspondence:** Edward Hill stated that the Board received correspondence from the California Department of Transportation regarding Notice of Availability of the Final Environmental Document for the Stratford-Lemoore Capital and Preventative Maintenance Project. He stated that the Board received an invitation to the Friends of the Kings County Library 40th Anniversary Celebration which will take place on Wednesday, October 19, 2022 at 6:00 p.m. at the Kings County Library located at 401 N. Douty Street in Hanford. He stated that the Board received email correspondence from Sumi Hoode, Caltrans Project Manager regarding the Kings River Bridge Replacement Project on Route 41 near Stratford which will take place in September 2023 and the Board received an email from Richie Sayavong introducing himself as the California Department of Insurance's new liaison to the Office of State Senator Melissa Hurtado.
- ◆ **Upcoming Events:** Edward Hill stated that the Rock the Purple Luncheon will be held at First Baptist Hanford on October 27, 2022, from 12:00 p.m. to 1:30 p.m. and speakers will include a survivor of Domestic Violence and Therapist will briefly discuss self-care for both survivors and service providers. This is a FREE event that is hosted by Kings County District Attorney Victim Witness. The Kings County Economic Development Corporation & Job Training Office "Annual Dinner" will take place on Thursday, October 27, 2022^h from 6:00 p.m. to 9:00 p.m. The event will have a Kentucky Derby theme and take place at The Fairgrounds in Hanford. The City of Avenal will be hosting a "Trunk or Treat" which will take place on October 28, 2022 from 5:00 p.m. to 8:00 p.m. at the Vets Hall Parking Lot in Avenal. There will also be a Halloween Dance. Kings County Animal Services will be hosting a Halloween Spooktacular on October 29, 2022 from 6:00 p.m. to 8:00 p.m. at 10909 Bonneyview Lane in Hanford. This is a free family friendly event with food vendors, booths and much more. The Animal Shelter will be providing Free microchips. Personalized pet tags will also be available for \$5. Dogs are welcome however must be on a leash. There will be a Charity Golf Tournament for the Ukranian Family Relief Fund on November 5, 2022 at 9:00 a.m. at the Valley Oaks Golf Course in Visalia. The entry fee is \$200 per person and the format is a 4-man scramble. The Kings County Board of Realtors will host its Annual Golf Tournament on November 7, 2022 at the Kings Country Club in Hanford with proceeds benefitting the Kings County Sheriff's K-9 Unit. There will be a shotgun start at 10:00 a.m. and the format is a 4-man scramble. Team registration is \$1,000. There will be food, drinks, and raffles & prizes. The 5th Annual Santa Rosa Rancheria Charity Golf Tournament in support of SRR Youth Services will take place on Monday, November 14, 2022 at the Lemoore Golf Course. There will be a shotgun start at 10:00 a.m. and the format is a 4-man scramble. Team registration is \$2,000.

Supervisor Neves stated that the Stratford Portuguese Hall will hold their "Beans & Linguica" fundraiser on October 22, 2022. He asked Lupe Villa to announce registering to vote deadlines and when voting centers in Kings County will open.

Lupe Villa, Kings County Registrar of Voters stated that the last day to register to vote and have a ballot mailed to you is October 24, 2022, anyone can register after that and receive their ballot in hand from the vote centers which will open starting on October 29, 2022.

- ◆ **Information on Future Agenda Items:** Edward Hill stated that the following items would be on a future agenda: Administration - Operation Green Light for Veterans; Cemetery District ARPA Program, and an Agreement with Kofile Technologies, Inc. for Archival Book project.; Agriculture Department - Industrial Hemp Cooperative Agreement; Assessor/Clerk-Recorder – Memorandum of Understanding with Department of Justice for electronic recording and delivery system; Community Development Agency – County-Initiated Notice of Non-Renewals of Williamson Act Contracts and Farmland Security Zone Contract; Public Health – Disease Intervention Specialists Workforce Development Grant, a Resolution recognizing October 2022 as Breast Cancer Awareness month In Kings County and the Communicable Disease Update:



Novel Coronavirus 2019; Monkeypox and West Nile Virus; Human Resources – County Service Awards; Human Services Agency – Authorize Signee For The Memorandum Of Understanding Renewal with the California Department of Social Services and a Public Hearing on the Permanent Local Housing Allocation Plan and Resolution approving application for the allocation and the Information Technology Department – Broadband grant application.

VII.

CLOSED SESSION

- ♦ **Workers Compensation: (3 Cases) [Govt. Code Section 54956.95]**
- ♦ **Personnel Matter: [Govt Code Section 54957]**
Public Employee Appointment: Job Training Office Director

VIII.

ADJOURNMENT

The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, October 25, 2022 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

October 25	9:00 AM	Regular Meeting
October 31	T.B.D.	Judging for County Office Halloween Decoration Contest
October 31	1:30 PM	County Employee Halloween Costume Judging Contest
November 1	9:00 AM	Regular Meeting
November 8	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 October 25, 2022

SUBMITTED BY: Agriculture Department – Jimmy Hook/Janet Eckles

SUBJECT: INDUSTRIAL HEMP COOPERATIVE AGREEMENT

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer provides services in cooperation with the California Department of Food & Agriculture for registration and issuance of permits as well as to oversee the regulatory enforcement activities related to the cultivation of industrial hemp. The term of this agreement is July 1, 2022 through June 30, 2024.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the enforcement of laws and regulations pertaining to industrial hemp cultivation in Kings County retroactively effective from July 1, 2022 through June 30, 2024.

Fiscal Impact:

The agreement will provide \$11,781 in revenue for the department; \$5,891 in Fiscal Year (FY) 2022-23 and \$5,890 in FY 2023-24. The \$5,891 for FY 2022-23 has been included in the FY 2022-23 Adopted Budget in Budget Unit 260000, Account 85043 (State Aid-Agriculture), and the other half will be included in the FY 2023-24 Requested Budget.

BACKGROUND:

The California Industrial Hemp Farming Act was signed into law to authorize the commercial production of industrial hemp in California. Regulations state a grower of industrial hemp for commercial purpose shall register with the Agricultural Commissioner of the county in which the grower intends to engage in industrial hemp cultivation. Key actions to be conducted include registration issuance, enforcement activities of non-compliance cultivation, public outreach activities, and the training of County personnel.

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

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.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

22-1584-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: July 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: \$11,781.46

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

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF KINGS

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230-3556

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County shall register interested industrial hemp growers and seed breeders and enforce all laws and regulations pertaining to industrial hemp.

Project Title: Industrial Hemp Cultivation Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Natalie Jacuzzi	Name: Jimmy Hook
Division/Branch: PHPPS / Pest Exclusion	Organization: County of Kings
Address: 1220 N Street, Room 220	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hanford, CA 93230-3556
Phone: 916-654-0435	Phone: 559-852-2830
Email Address: natalie.jacuzzi@cdfa.ca.gov	Email Address: agstaff@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Loc Phan	Name:
Division/Branch: PHPPS / Pest Exclusion	Organization:
Address: 1220 N Street, Room 220	Address:
City/State/Zip: Sacramento, CA 95814	City/State/Zip:
Phone: 951-312-7892	Phone:
Email Address: loc.phan@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFR Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2022 – June 30, 2024

The Recipient agrees to enforce all laws and regulations pertaining to industrial hemp cultivation, including registration requirements, in accordance with the Memorandum of Understanding (MOU) between the California Department of Food and Agriculture (CDFA) and the California Agricultural Commissioners and Sealers Association entitled “State-County Industrial Hemp Cultivation Program.”

The laws and regulations pertaining to the Industrial Hemp Program are contained in Division 24 of the Food and Agricultural Code and Title 3, Division 4, Chapter 8 of the California Code of Regulations (CCR). All forms, templates, guidelines, and MOU referenced in this document are available on the PHPPS industrial hemp extranet webpage (<http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?pageid=1449>).

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp Report and Invoice shall reference the Cooperative Agreement Number and be sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out County Hemp Reports and Invoices will not be accepted and will be returned to the County for corrections prior to processing the invoice.

This Agreement is inclusive of the county’s Agreement to perform activities approved by the CDFA as described in the projected scope of work and budget.

Key activities to be conducted under this Agreement include:

- I. Personnel Activities**
 - a. Registration and Renewal Issuance**
 - b. Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators**
 - c. Public Outreach Activities**
- II. Non-personnel**
 - a. Supplies/Equipment**
 - b. Vehicle/Mileage**

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2022 – June 30, 2024

SECTION 1: PERSONNEL ACTIVITIES

a. Registration and Renewal Issuance

The County agrees to perform the following in accordance with CDFA's guidelines:

- Provide the industrial hemp application for registration, renewal, and registration amendments to interested parties.

- Collect the registration/renewal fees if applicable along with the applications for registration and renewal.

- Mail the registration/renewal fees collected along with the Payment Submission Form to the CDFA (1220 N Street, Sacramento, CA 95814, ATTN: Cashier – 85700CS004 or P.O. Box 942872, Sacramento, CA 94271-2872, ATTN: Cashier – 85700CS004) using a trackable mailing service for deposit into the Agriculture Fund within 15 days of collection.

- Submit an electronic copy of the payment submission form to hempreporting@cdfa.ca.gov.

- Confirm applicant, registrant, and key participants meet eligibility requirements to participate in the industrial hemp program

- Review and verify the registration application and supporting documents, per CDFA's guidelines to ensure that all required information has been provided for registration, renewal, or registration amendment within 30 calendar days from the application submission date

- Confirm cultivars listed on the registration application for growers meet the requirements outlined in 3 CCR Section 4920.

- Issue a unique registration number and a Proof of Registration, Registration Cover Letter including a list of all of the approved key participants, cultivation sites, cultivars, variety development plans, research plans, and amendments to the applicants that have met the registration requirements.

- After issuing the Proof of Registration, forward the applications, supporting documents, and proofs of registration to the CDFA (hempreporting@cdfa.ca.gov) within 10 calendar days.

- Maintain registration records for a minimum of 3 years from the date of collection.

b. Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators

The County agrees to perform the following:

- Oversee the regulatory enforcement activities related to the cultivation of industrial hemp by non-registered cultivators.

- Investigate non-compliance issues pertaining to non-registered cultivators.

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2022 – June 30, 2024

- Issue a notice of violation and require a corrective action plan from the non-registered cultivators.
- Coordinate destruction activities of non-compliant plantings grown by non-registered cultivators.
- Notify the CDFA of enforcement activities of non-registered cultivators and forward all notices of violations to CDFA (hempreporting@cdfa.ca.gov).

c. Public Outreach Activities

The County agrees to perform the following:

- Develop educational material, publications, and resources related to local industrial hemp cultivation requirements for distribution.
- Prepare and present pertinent information regarding local regulatory requirements for industrial hemp cultivation at public meetings.

Reimbursement of activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

SECTION 2: NON-PERSONNEL

a. Supplies/Equipment

Supplies and equipment related to activities listed can be invoiced under this Agreement.

b. Vehicle/Mileage

Mileage related to activities listed can be invoiced under this Agreement.



COUNTY HEMP REPORT

COUNTY:	MONTH/YEAR:
---------	-------------

A. REGISTRATION ACTIVITIES					
TYPE	NEW REGISTRATIONS	AMENDMENTS	RENEWALS	NUMBER ISSUED	HOURS
NUMBER OF REGISTRANTS					
VETERAN EXEMPT REGISTRANTS					
EARI EXEMPT REGISTRANTS					
TOTAL HOURS FOR SECTION A					0

B. ENFORCEMENT ACTIVITIES OF NON-COMPLIANT PLANTINGS BY NON-REGISTERED CULTIVATORS		
ACTIVITY	NUMBER	HOURS
Investigating Complaints		
Sampling		
Site Inspections		
Destruction Confirmation		
Issue and/or submission of Notice of Violation (NOV)		
TOTAL HOURS FOR SECTION B		0

C. PUBLIC OUTREACH ACTIVITIES			
ACTIVITY	CDFA APPROVAL DATE	NUMBER	HOURS
TOTAL HOURS FOR SECTION C			0

D. COMMENTS

TOTAL ACTIVITY HOURS (ADD TOTAL HOURS FOR SECTIONS A, B, C)	0
--	----------

SUPPLEMENTAL SHEET TO
 COUNTY HEMP REPORT

CDFA USE ONLY	
APPROVED BY:	
REGISTRATION REIMBURSEMENT:	
ENFORCEMENT REIMBURSEMENT:	
PUBLIC OUTREACH REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
---------	-------------------	-------------

REGISTRATION ACTIVITIES				
NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST
NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST: 0

ENFORCEMENT ACTIVITIES OF NON-COMPLIANT PLANTINGS BY NON-REGISTERED CULTIVATORS				
NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST
NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST: 0

PUBLIC OUTREACH ACTIVITIES				
NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST
NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST: 0

COUNTY HEMP REPORT
 (Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
----------------	--------------------------	--------------------

SUPPLIES AND EQUIPMENT			
SUPPLIES	ACTIVITY	PURCHASE DATE	COST
TOTAL COST:			0

TRAVEL MILEAGE				
ACTIVITY	DATE	TOTAL MILEAGE	COST	
TOTAL MILEAGE:		0.00	TOTAL COST:	0

GRAND TOTAL:	0.00
---------------------	-------------

INSTRUCTIONS FOR COUNTY HEMP REPORT

County Hemp Report - Submit Monthly

Include time spent on activities related to enforcement of State Industrial Hemp Laws and Regulations. *Do not report time spent on inspections of hemp shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp Report and Invoice shall reference the Cooperative Agreement Number and be sent to: □

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out County Hemp Reports and Invoices will not be accepted and will be returned to the County for corrections prior to processing the invoice.

Section A. Registration Activities

Report in this section the number of applicants whom applied for registration, registration renewal, or registration amendment, and the actual number of registrations, registration renewal, or registration amendment were approved. All time spent by the county personnel to provide registration, registration renewal, and registration amendment will be indicated in the last column. Registration activities will include reviewing the application for the registration of industrial hemp cultivation, collecting registration fees, entering application information, verifying application information, and issuing registration number.

Section B. Enforcement Activities of Non-Registered Plantings

Report in this section the time spent by county personnel in enforcement activities for non-compliant plantings by non-registered cultivators and the number of occurrences for each activity. Enforcement activities include but are not limited to investigation of public complaints, site inspections, sampling, and destruction confirmation.

Any enforcement activities regarding non-compliant plantings by non-registered cultivators must be entered into the supplemental sheet. In the supplemental sheet, list all county personnel's name and classifications along with their salary and benefit per hour and provide the total hours worked for each county personnel.

All supplies and travel mileage related to the enforcement activities should be entered in the supplemental sheet under Supplies and Equipment and Travel Mileage.

Section C. Public Outreach Activities

Report in this section activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

Section D. Comments

Use this section to report any additional information regarding industrial hemp cultivation related activities, which is pertinent but not reported in the sections above.

Date

To: Industrial Hemp Program
California Department of Food and Agriculture
Pest Exclusion Branch
1220 N Street
Sacramento, CA 95814

County of _____
Cooperative Agreement Number XX- XXXX-XXX- SA
Fiscal Year 2022-23
Invoice for Period from XX/XX/XXXX to XX/XX/XXXX
Invoice Number _____

Personnel Services			
Name/Classification	Hours Worked	Salary including Benefits per hour	Total
			\$ -
			\$ -
			\$ -
Total Personnel Services Cost			\$ -

Supplies	
Item Description	Total
	0
	0
	0
Total Supplies Cost	\$ -

Vehicle Mileage		
Total Mileage	Reimbursement Rate	Total
	\$0.625	\$ -
	\$0.625	\$ -
	\$0.625	\$ -
Total Travel Cost		\$ -

Total Personnel Services:	\$ -
Total Overhead Cost (up to 25% of Total Personnel Services):	\$ -
Total Supplies Cost:	\$ -
Total Travel Cost:	\$ -
Grand Total (not to exceed agreement amount):	\$ -

Please remit payment to

County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

(Original Signature), (Title)

Industrial Hemp Program
County Work Plan
July 1, 2022 through June 30, 2024
County: Kings
Agricultural Commissioner/Sealer: Jimmy Hook
Agreement Manager: Janet Eckles



Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Deputy Agricultural Commissioner	\$ 48.47	\$ 17.82	\$ 66.29	124.00	\$ 8,219.96
Agricultural/Standards Inspector	\$ 38.16	\$ 10.39	\$ 48.55	24.00	\$ 1,165.20
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -

Total Hours/Cost:	148.00	\$ 9,385.16
Insert Overhead Cost Percentage¹:		25%
Estimated Cost²:		\$ 11,731.46

Industrial Hemp Program
County Work Plan
July 1, 2022 through June 30, 2024
County: Kings
Agricultural Commissioner/Sealer: Jimmy Hook
Agreement Manager: Janet Eckles



	FY 2022-23	FY 2023-24	Total Cost
Personnel Services	\$ 4,692.58	\$ 4,692.58	\$ 9,385.16
Travel	\$ 25.00	\$ 25.00	\$ 50.00
Equipment	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Subtotal	\$ 4,717.58	\$ 4,717.58	\$ 9,435.16
Indirect Costs	\$ 1,173.15	\$ 1,173.15	\$ 2,346.30
Grant Agreement Total:	\$ 5,890.73	\$ 5,890.73	\$ 11,781.46

Mileage rate is currently 62.5 cents per mile from July 1, 2022 - June 30, 2022



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 25, 2022

SUBMITTED BY: Community Development Agency – Chuck Kinney/Noelle Tomlinson

SUBJECT: COUNTY-INITIATED NOTICE OF NON-RENEWALS OF LAND CONSERVATION “WILLIAMSON” ACT CONTRACTS AND FARMLAND SECURITY ZONE CONTRACT

SUMMARY:

Overview:

The Kings County Community Development Agency has received one application for a Lot Line Adjustment and four applications for Site Plan Review Agricultural Land Division: three for the purpose of retaining an existing farm home and one for a transfer of title. These applications created property less than 10 acres in size and are currently restricted by Land Conservation “Williamson” Act Contracts or Farmland Security Zone Contract.

Recommendation:

- a. Find that Notices of Non-Renewals are Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review;
- b. Approve the Notices of Non-Renewals for the following contracts: Land Conservation Contract Numbers 547, 641, 875, and 884, and Farmland Security Zone Contract Number 164.

Fiscal Impact:

The Land Conservation “Williamson” Act Contracts will remove approximately 9.16 acres of land over the next nine years and the Farmland Security Zone Contract will remove approximately 1.15 acres of land over the next 18 years from the County’s Land Conservation Program. Approval of these partial Non-Renewals will cause the taxes on the properties to increase incrementally up to the market value until they are no longer under contract.

(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

COUNTY-INITIATED NOTICE OF NON-RENEWALS OF LAND CONSERVATION “WILLIAMSON” ACT CONTRACTS AND FARMLAND SECURITY ZONE CONTRACT

October 25, 2022

Page 2 of 2

BACKGROUND:

The *California Land Conservation Act of 1965 (The Williamson Act)* Section 51222 states that “...agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.” Additionally, the *California Subdivision Map Act* Section 66474.4 (b) (1) states that “...land shall be conclusively presumed to be in parcels too small to sustain their agricultural use if the land is (A) less than 10 acres in size in the case of prime agricultural land, or (B) less than 40 acres in size in the case of land that is not prime agricultural land.”. Section 51245 of the *California Land Conservation Act of 1965* allows either the landowner or the County in any year to serve a written Notice of Non-Renewal upon the other party in advance of the annual renewal date of said contract.

In 2006, the Kings County Board of Supervisors directed the Community Development Agency – Planning Department to initiate Non-Renewals on undersize parcels whenever a farm home retention or transfer of title to an immediate family member is approved, when a building permit is issued for a non-farm related structure on an undersize parcel, or when issuing building permits for any residence on pre-existing undersized parcels.

The proposed Non-Renewals are Categorically Exempt from environmental review pursuant to Section 15317 of the *Guidelines for the California Environmental Quality Act (CEQA Guidelines)* as stated, “Class 17 consists of the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area. The cancellation of such preserves, contracts, interests, or easements is not included and will normally be an action subject to the CEQA process.” The proposed partial Non-Renewals are already within established Agricultural Preserves and/or Farmland Security Zones and are being filed in order to maintain the open space character of the area. Therefore, the partial Non-Renewals qualify for CEQA Categorical Exemption.

In conclusion, properties fewer than 10 acres in size are not considered to be able to sustain a commercial farming operation and therefore the Community Development Agency is initiating partial Non-Renewals contracts on said parcels. The Non-Renewals will affect approximately 9.16 acres from Land Conservation “Williamson Act” and 1.15 acres from Farmland Security Zone, for a total of 10.31 acres. Please see the attached spreadsheet (Exhibit A) for the corresponding list of Non-Renewals which will include the Assessor’s Parcel Number (APN), the Property Owner at the time of the recordation, the Agricultural Preserve Number, and the Land Conservation or Farmland Security Zone Contract Number.

Exhibit A – Spreadsheet of partial Non-Renewals

Exhibit B – California Environmental Quality Act (CEQA) Section 15317 Class 17

Exhibit C – Subdivision Map Act 66474.4(b)(1)

Exhibit D – Government Code Section 51222

Exhibit E – Government Code Section 51245

Exhibit A

		2022					
APN	Address	Owner	Preserve	Contract	Type	Acres	Permit No.
006-031-019	5650 11TH AVE., HANFORD	KINGS RIVER ORCHARD SERVICE INC	257	641	WLM	2.43	LLA 20-03
002-240-032	4374 15th AVE., HANFORD	MACIEL	75	164	FSZ	1.15	IPM 21-02
002-040-090	522 6TH AVE., KINGSBURG	ASDOORIAN	231	875	WLM	1.93	IPM 20-02
002-190-038	4747 8TH AVE., HANFORD	BRAZIL	215	547	WLM	2.5	IPM 19-09
002-080-075	5619 CHICO AVE, KINGSBURG	KAUTZ	231	884	WLM	2.3	IPM 19-10

Total Acrage

10.31

July 6, 2022

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY WELFARE DIRECTORS LETTER

The purpose of this All County Welfare Directors Letter (ACWDL) is to inform the County Welfare Departments (CWDs) that the California Department of Social Services (CDSS) has renewed the agreement with Equifax/TALX Corporation for The Work Number through March 31, 2025. In order to continue to participate in The Work Number under the CDSS agreement the CWDs will be required to submit a new Memorandum of Understanding by October 31, 2022.

Exhibit B

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

15313. ACQUISITION OF LANDS FOR WILDLIFE CONSERVATION PURPOSES

Class 13 consists of the acquisition of lands for fish and wildlife conservation purposes including (a) preservation of fish and wildlife habitat, (b) establishing ecological reserves under Fish and Game Code Section 1580, and (c) preserving access to public lands and waters where the purpose of the acquisition is to preserve the land in its natural condition.

Note: Authority cited: Sections 21083 and 21087, Public Resources Code; Reference: Section 21084, Public Resources Code.

15314. MINOR ADDITIONS TO SCHOOLS

Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

15315. MINOR LAND DIVISIONS

Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

Note: Authority cited: Sections Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

15316. TRANSFER OF OWNERSHIP OF LAND IN ORDER TO CREATE PARKS

Class 16 consists of the acquisition, sale, or other transfer of land in order to establish a park where the land is in a natural condition or contains historical or archaeological resources and either:

- (a) The management plan for the park has not been prepared, or
- (b) The management plan proposes to keep the area in a natural condition or preserve the historic or archaeological resources. CEQA will apply when a management plan is proposed that will change the area from its natural condition or cause substantial adverse change in the significance of the historic or archaeological resource.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Sections 21084, 21083.2, and 21084.1, Public Resources Code.

15317. OPEN SPACE CONTRACTS OR EASEMENTS

Class 17 consists of the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area. The cancellation of such preserves, contracts, interests, or easements is not included and will normally be an action subject to the CEQA process.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

Exhibit C

State of California

GOVERNMENT CODE

Section 66474.4

66474.4. (a) The legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it finds that either the resulting parcels following a subdivision of that land would be too small to sustain their agricultural use or the subdivision will result in residential development not incidental to the commercial agricultural use of the land, and if the legislative body finds that the land is subject to any of the following:

(1) A contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (commencing with Section 51200) of Part 1 of Division 1 of Title 5), including an easement entered into pursuant to Section 51256.

(2) An open-space easement entered into pursuant to the Open-Space Easement Act of 1974 (Chapter 6.6 (commencing with Section 51070) of Part 1 of Division 1 of Title 5).

(3) An agricultural conservation easement entered into pursuant to Chapter 4 (commencing with Section 10260) of Division 10.2 of the Public Resources Code.

(4) A conservation easement entered into pursuant to Chapter 4 (commencing with Section 815) of Part 2 of Division 2 of the Civil Code.

(b) (1) For purposes of this section, land shall be conclusively presumed to be in parcels too small to sustain their agricultural use if the land is (A) less than 10 acres in size in the case of prime agricultural land, or (B) less than 40 acres in size in the case of land that is not prime agricultural land.

(2) For purposes of this section, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (A) at least 10 acres in size in the case of prime agricultural land, or (B) at least 40 acres in size in the case of land that is not prime agricultural land.

(c) A legislative body may approve a subdivision with parcels smaller than those specified in this section if the legislative body makes either of the following findings:

(1) The parcels can nevertheless sustain an agricultural use permitted under the contract or easement, or are subject to a written agreement for joint management pursuant to Section 51230.1 and the parcels that are jointly managed total at least 10 acres in size in the case of prime agricultural land or 40 acres in size in the case of land that is not prime agricultural land.

(2) One of the parcels contains a residence and is subject to Section 428 of the Revenue and Taxation Code; the residence has existed on the property for at least five years; the landowner has owned the parcels for at least 10 years; and the remaining parcels shown on the map are at least 10 acres in size if the land is prime agricultural land, or at least 40 acres in size if the land is not prime agricultural land.

Exhibit D

State of California

GOVERNMENT CODE

Section 51222

51222. The Legislature further declares that it is in the public interest for local officials and landowners to retain agricultural lands which are subject to contracts entered into pursuant to this act in parcels large enough to sustain agricultural uses permitted under the contracts. For purposes of this section, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.

(Amended by Stats. 1990, Ch. 841, Sec. 3.)

Exhibit E

State of California

GOVERNMENT CODE

Section 51245

51245. If either the landowner or the city or county desires in any year not to renew the contract, that party shall serve written notice of nonrenewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least 90 days prior to the renewal date or by the city or county at least 60 days prior to the renewal date, the contract shall be considered renewed as provided in Section 51244 or Section 51244.5.

Upon receipt by the owner of a notice from the county or city of nonrenewal, the owner may make a written protest of the notice of nonrenewal. The county or city may, at any time prior to the renewal date, withdraw the notice of nonrenewal. Upon request by the owner, the board or council may authorize the owner to serve a notice of nonrenewal on a portion of the land under a contract.

No later than 20 days after a city or county receives a notice of nonrenewal from a landowner, serves a notice of nonrenewal upon a landowner, or withdraws a notice of nonrenewal, the clerk of the board or council, as the case may be, shall record with the county recorder a copy of the notice of nonrenewal or notice of withdrawal of nonrenewal.

(Amended by Stats. 2021, Ch. 644, Sec. 4. (SB 574) Effective January 1, 2022.)

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Planning Dept.
Kings County Government Center
1400 W. Lacey Blvd, Bld #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 641**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 641 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Kings River Orchard Service Inc. (OWNER), recorded March 3, 1970, as Instrument No. 3151, in Book 950, Pages 588 of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is **January 1, 2023**. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 25, 2022.

IN WITNESS WHEREOF, the Chairperson of the Kings County Board of Supervisors has executed this Notice of Partial Non-Renewal this 25th day of October, 2022.

COUNTY OF KINGS

By _____
Joe Neves,
Chairperson of the Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF KINGS

On the _____ day of October, 2022, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

Catherine Venturella Clerk

EXHIBIT "A"

NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT NO. 641

Assessor's Parcel Number: 006-031-019 Described As:

BEING A PORTION OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1) OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 3 OF PARCEL MAPS AT PAGE 45, KINGS COUNTY RECORDS.

CONTAINS: 2.43 ACRES MORE OR LESS

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Com. Dev. Agency
Kings County Government Center
1400 W. Lacey Blvd, Bldg. #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF FARMLAND SECURITY ZONE
CONTRACT NO. 00164**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Farmland Security Zone Contract No. 00164 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Donald Maciel (OWNER), recorded December 16, 1999, as Document No. 9925815 of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2040. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 25, 2022.

IN WITNESS WHEREOF, the Chairman of the Kings County Board of Supervisors has executed this Notice of Non-Renewal this 25th day of October, 2022.

COUNTY OF KINGS

By _____
Joe Neves
Chairperson of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the ____ day of October, 2022, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

Exhibit "A"

Non-Renewal of a Portion of Farmland Security Zone Contract No. 00164

Assessor's Parcel Number: 002-240-032 described as:

BEING A PORTION OF PARCEL 1 AS SHOWN ON THE MAP RECORDED IN BOOK 9, AT PAGE 8 OF PARCEL MAPS OF KINGS COUNTY RECORDS IN THE EAST HALF OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1) OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 21 OF PARCEL MAPS AT PAGE 40, KINGS COUNTY RECORDS.

CONTAINS: 1.15 ACRES

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Planning Dept.
Kings County Government Center
1400 W. Lacey Blvd, Bld #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 875**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 875 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Alan R. Asdoorian and Lora Asdoorian (OWNER), recorded December 29, 1970, as Instrument No. 15575, in Book 962, Pages 576 of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is **January 1, 2023**. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 25, 2022.

IN WITNESS WHEREOF, the Chairperson of the Kings County Board of Supervisors has executed this Notice of Partial Non-Renewal this 25th day of October, 2022.

COUNTY OF KINGS

By _____
Joe Neves,
Chairperson of the Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF KINGS

On the _____ day of October, 2022, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

Catherine Venturella Clerk

EXHIBIT "A"

NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT NO. 875

Assessor's Parcel Number: 002-040-090 Described As:

BEING A PORTION OF LOT 5 & ALL OF LOT 6 AS SHOWN ON MAP RECORDED SEPTEMBER 12TH, 1902, OF LICENSED SURVEYORS' PLATS, IN BOOK 1 AT PAGE 63, KINGS COUNTY RECORDS, AND BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE & MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1) OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 21 OF PARCEL MAPS AT PAGE 20, KINGS COUNTY RECORDS.

CONTAINS: 1.93 ACRES

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Planning Dept.
Kings County Government Center
1400 W. Lacey Blvd, Bld #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 547**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 547 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Justin & Kaitlyn Brasil (OWNER), recorded March 3, 1970, as Instrument No. 3057, in Book 950, Pages 374 of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is **January 1, 2023**. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 25, 2022.

IN WITNESS WHEREOF, the Chairperson of the Kings County Board of Supervisors has executed this Notice of Partial Non-Renewal this 25th day of October, 2022.

COUNTY OF KINGS

By _____
Joe Neves,
Chairperson of the Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF KINGS

On the _____ day of October, 2022, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

Catherine Venturella Clerk

EXHIBIT "A"

NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT NO. 547

Assessor's Parcel Number: 002-190-038 Described As:

BEING A PORTION OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1) OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 21 OF PARCEL MAPS AT PAGE 19, KINGS COUNTY RECORDS.

CONTAINS: 2.50 ACRES

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Planning Dept.
Kings County Government Center
1400 W. Lacey Blvd, Bld #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 884**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 884 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Venoma & Dean Kautz (OWNER), recorded December 29, 1970, as Instrument No. 15584, in Book 962, Pages 595 of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is **January 1, 2023**. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 25, 2022.

IN WITNESS WHEREOF, the Chairperson of the Kings County Board of Supervisors has executed this Notice of Partial Non-Renewal this 25th day of October, 2022.

COUNTY OF KINGS

By _____
Joe Neves,
Chairperson of the Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF KINGS

On the _____ day of October, 2022, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

Catherine Venturella Clerk

EXHIBIT "A"

NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT NO. 884

Assessor's Parcel Number: 002-080-075 Described As:

BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE & MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1) OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 21 OF PARCEL MAPS AT PAGE 31, KINGS COUNTY RECORDS.

CONTAINS: 2.30 ACRES



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 25, 2022

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Sergio De Lira

SUBJECT: AUTHORIZE SIGNEE FOR THE MEMORANDUM OF UNDERSTANDING RENEWAL BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND KINGS COUNTY HUMAN SERVICES AGENCY

SUMMARY:

Overview:

The Human Services Agency (HSA) is seeking approval for the Director of HSA to be the authorized signer for the Memorandum of Understanding (MOU) between the California Department of Social Services (CDSS) and Kings County HSA. This memorandum authorizes the County’s online access to The Work Number employment and income verification service. The memorandum authorizes the County to retrieve and verify certain employment or income data of a consumer-recipient applying for or currently receiving public social services assistance.

Recommendation:

- a. Approve the Memorandum of Understanding with the California Department of Social Services for access to The Work Number employment and income verification service;
- b. Authorize the Human Services Agency Director to sign the Memorandum of Understanding with the California Department of Social Services for access to The Work Number employment and income verification service.

Fiscal Impact:

There are no expenditures related to this Memorandum of Understanding as there is no cost to HSA. CDSS has contracted with TALX Corporation to provide all California counties with online access to The Work Number and provides this service to all counties at no cost under this memorandum.

(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

AUTHORIZE SIGNEE FOR THE MEMORANDUM OF UNDERSTANDING RENEWAL BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND KINGS COUNTY HUMAN SERVICES AGENCY

October 25, 2022

Page 2 of 2

BACKGROUND:

CDSS has established an income verification program for the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of this program, the CDSS has contracted with TALX Corporation, a provider of Equifax Verification Services, for participating counties to verify consumer-recipient employment, income, and other work-related information.

The first MOU was signed and approved by the HSA Director on April 5, 2016 (MOU 16-MOU-00730). The term of the MOU was from March 1, 2016, through September 30, 2017. This MOU with CDSS authorized HSA access to the online The Work Number employment and income verification service, which allowed HSA to retrieve and verify employment or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information was furnished to The Work Number by employers.

The original MOU was amended to indicate the continuation of the agreement effective September 30, 2017, until termination by either party (16-MOU-00730 A-1) and was signed by the HSA Director on October 30, 2017.

The CDSS has renewed their agreement with Equifax/TALX Corporation for The Work Number service through March 31, 2025. For HSA to continue participating under the CDSS MOU, HSA must return a completed and signed MOU by October 31, 2022. HSA would like to continue to utilize The Work Number services and, therefore, is requesting authorization for the HSA Director to sign the MOU with CDSS.

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



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

July 6, 2022

ALL COUNTY WELFARE DIRECTORS LETTER

TO: ALL COUNTY WELFARE DIRECTORS

FROM: RYAN GILLETTE,
Chief Data Officer, Deputy Director
Research, Automation, and Data Division

**SUBJECT: UPDATE TO THE WORK NUMBER[®] EXPRESS MEMORANDUM
OF UNDERSTANDING**

The purpose of this All County Welfare Directors Letter (ACWDL) is to inform the County Welfare Departments (CWDs) that the California Department of Social Services (CDSS) has renewed the agreement with Equifax/TALX Corporation for The Work Number. In order to continue to participate under the CDSS agreement, the CWDs will be required to complete the new Memorandum of Understanding (MOU) by October 31, 2022.

The Work Number agreement allows the CDSS to provide an online employment and wage verification system based on client social security numbers to all 58 California CWDs for the purpose of determining eligibility in the California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh programs. This service will continue at no cost to the CWDs.

As part of the renewal process, the CDSS is requiring each CWD to update the Memorandum of Understanding (MOU) for access to The Work Number service. The updated MOU adds language requiring the CWDs to send an update to Equifax/TALX Corporation within three (3) business days when there is a change of any address or office location and they are subject to an onsite visit of the new location by the Contractor or its designated representative.

Once an updated MOU has been executed between the CDSS and the CWD, another signed MOU will not be required unless the terms of the agreement between the CDSS and Equifax/TALX change.

County Welfare Departments Updating Memorandum of Understanding on File

The CDSS requires the CWDs to return an updated signed MOU (attached) by October 31, 2022. The CWDs utilizing a digital signature process must email a signed copy of the updated MOU to the Data Access Unit (DAU) at DataAccessUnit@dss.ca.gov. The CWDs not utilizing a digital signature process must mail three (3) original sets of the MOU, each with an original signature, to:

California Department of Social Services
Attention: Data Access Unit
744 P Street, Mail Station 8-5-26
Sacramento, CA 95814

Additionally, the CWDs must email an excel spreadsheet with an updated user list of individuals who require access to the services to the DAU at DataAccessUnit@dss.ca.gov by October 31, 2022.

The excel spreadsheet must include:

- Two individuals designated to serve as web managers;
- User Last, First Name;
- Program (CalWORKs, CalFresh);
- Email Address; and
- Office Location.

County Welfare Departments Establishing Access

The CWDs requesting initial access to The Work Number through the CDSS and Equifax/TALX agreement must provide the CDSS:

- A digitally signed (i.e., Adobe Sign or DocuSign) version of The Work Number MOU (attached).
- A copy of a resolution, order, motion, ordinance, or other similar document from the local governing body authorizing execution of the MOU.
 - Documentation allowing the execution of the MOU is required. Notification shall include the authority granted and to whom the authority is granted.
 - Example: If the local board has authorized a CWD

designee to execute an agreement without board approval, the minutes or formal documentation granting that authority specifically to the position and/or named individual must be submitted.

Whoever the CWD designates to sign the MOU must have the authority to sign and enter into an agreement/MOU with the CDSS. Therefore, a copy of a resolution, order, motion, ordinance, or other similar document from the local governing body authorizing execution of the agreement by the CWD designee must accompany the MOU and is required by the CDSS.

The signed MOUs, resolution, and user list must be emailed to the Data Access Unit (DAU) at: DataAccessUnit@dss.ca.gov. The CWDs that do not utilize a digital signature process must mail three (3) original sets of the MOU package, each with an original signature, to:

California Department of Social Services
Attention: Data Access Unit
744 P Street, Mail Station 8-5-26
Sacramento, CA 95814

Once a signed MOU is received, the CDSS will execute the MOU and:

- Retain a copy of the executed MOU;
- Send a copy of the executed MOU to the TALX Corporation; and
- Return a copy of the executed MOU to the CWD for their records.

Once the MOU has been executed, the CDSS will request the CWD to provide a list of Authorized User(s) having access to the services. For the CWD to fully participate, a list of Authorized User(s) must be provided.

The CWDs are not required to participate through the CDSS and Equifax/TALX agreement. However, the CWDs must complete the steps outlined in this All County Welfare Directors Letter in order to access The Work Number through the agreement between the CDSS and Equifax/TALX.

If you have any questions or need additional information, please contact the Data Access Unit at DataAccessUnit@dss.ca.gov.

**MEMORANDUM OF
UNDERSTANDING BETWEEN THE
CALIFORNIA DEPARTMENT OF SOCIAL
SERVICES AND
THE COUNTY OF _____**

I. PURPOSE

The California Department of Social Services ("CDSS") has established an income verification program for California counties regarding the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of this program, the CDSS has contracted with TALX Corporation, a provider of Equifax Verification Services ("EVS" or "Contractor"), for participating counties to verify consumer-recipient employment, income and other work-related information. The Agreement between CDSS and Contractor, CDSS Agreement (hereafter "Agreement"), is attached as Exhibit 1.

This Memorandum of Understanding (MOU) is entered into by the CDSS and the County named above ("County") for the purpose of authorizing County access to Contractor's on-line The Work Number® employment and income verification service (hereafter "Service"), pursuant to the Agreement, or subsequent agreements. This MOU authorizes County to retrieve and verify certain employment and/or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information has been furnished to Contractor by employers. County agrees to comply with the obligations of the Agreement, including the User Agency Obligations contained in Attachment 2 of the Department of General Services (DGS) Employment Verification Services Master Services Agreement (MSA Number 5-22-70-29) (incorporated by reference as Exhibit C of this Agreement), as a condition of access to the Service.

II. SCOPE OF WORK

The Service may be accessed by County employees to verify a consumer-recipient's employment status or income for purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of overpayments associated with the receipt of public aid or assistance. Accordingly, the Service permits County the ability to:

- A. Search for a recipient's employment status or income by a recipient's Social Security Number.

- B. Register, authenticate, and monitor users and usage, including producing monthly reports.
- C. Identify if a recipient has current, historical, or no employment information on file.
- D. Order and retrieve an employment verification, which shall include the employer name and employment status; or an income verification which shall include the employer address, dates of employment, title of position, pay rate, and year-to-date gross income and pay period details for up to a three-year period.
- E. Through this MOU, CDSS authorizes County to access the Service solely for the purpose described in this Scope of Work. Counties not entering into this MOU will not have access to the Service unless they have a separate independent agreement with the Contractor.

III. CDSS RESPONSIBILITIES

- A. Pursuant to a third-party beneficiary Agreement between CDSS and Contractor, CDSS has, on behalf of participating counties, secured access to the Service for use in the CDSS income verification program.
- B. CDSS will not be directly accessing or using the Service but shall have the right as the pass-through entity to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of the Service in order to ensure compliance with this MOU.

IV. COUNTY RESPONSIBILITIES

- A. County shall comply with the obligations of the Agreement, including the requirements of DGS MSA 5-22-70-29, or subsequent agreements.
- B. County shall maintain any and all information/data provided by the Service in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.
- C. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws. County further represents and warrants that it has written authorization from the Consumer to verify income.
- D. County certifies that it will order data from the Service only when it intends to

use the data in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the data is a consumer report, in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, and for no other purpose.

- E. County agrees to only use the data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau ("CFPB") Notice Form attached as Attachment 3 of DGS MSA 5-22-70-29.
- F. County certifies that it will comply with applicable provisions under Vermont law. In particular, County certifies that it will order data relating to Vermont residents only after County has received prior Consumer consent in accordance with VFCRA Section 24803 and applicable Vermont Rules. County further certifies that it received the copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 4 of DGS MSA 5-22-70-29.
- G. County certifies it will establish safeguards to ensure only Authorized Users can order or have access to the Service. "Authorized User" is defined as a County employee authorized to order or access the Service in relation to the performance of their official duties.
- H. County shall take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of the Service to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- I. County shall take all necessary measures to ensure employees do not access consumer-recipient employment or income information for personal reasons or benefit. No County employee shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the guidelines set forth under this MOU or his/her duties as a County employee.
- J. County agrees to indemnify, defend, and save harmless CDSS and Contractor, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of the Service and/or the unauthorized disclosure or dissemination of consumer- recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of or agree to indemnify any other county.

- K. County acknowledges that neither Contractor nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by Contractor exceed the sum paid by CDSS for the service which causes County's claim. This provision shall survive any termination or expiration of this MOU.
- L. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, shipping, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the data security provisions of the Agreement, including Attachment 1 of DGS MSA 5-22-70-29.
- M. County shall ensure that all County employees comply with California Welfare & Institutions Code section 10850 to protect any confidential information it may receive and possess from the Service from unauthorized use, access, or disclosure.
- N. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer (ISO) at (916) 651-5558.
- O. The use of the Service includes information that is protected by the FCRA and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.
- P. When County ceases to use the Services of Contractor furnished pursuant to this MOU, it shall notify CDSS that it is no longer receiving services from Contractor. If County is dissatisfied with the services of Contractor, it shall provide a letter to CDSS describing its dissatisfaction.
- Q. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by Contractor, County is responsible for any and all breach notifications to the consumer, along with associated costs.
- R. County may not assign or delegate any of its rights or duties under this MOU.
- S. County acknowledges that its access to the Service is subject to audit by Contractor as described in the Agreement. County agrees to cooperate with CDSS and Contractor in responding to any such audit.

- T. In accordance with the security obligations of the Attachment 1 of DGS MSA 5- 22-70-29, County shall provide immediate notification, but in no event later than 3 business days to Contractor at: TALX Corporation, 11432 Lackland Road, St. Louis, MO 63146, Attn: President; email address: evscontracts@equifax.com, of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative.
- U. For the purposes of the employment and income verification program that is the subject of this MOU, County is not required to purchase separate or additional services from Contractor. CDSS has no expectation that there will be a separate or continuing arrangement for future services between County and Contractor.

V. TERM

This MOU shall remain in effect until terminated by either party in accordance with VI B below.

VI. GENERAL PROVISIONS

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and County.
- B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner. However, CDSS or County shall provide written notice to the other party of such termination for cause of this MOU. Contractor may immediately suspend and/or terminate County's access to the Service if Contractor reasonably believes County has violated the FCRA, any of the state law counterparts to the FCRA, or any other applicable law or regulation.

[Signature page to follow]

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: _____
Name and Title of signing staff

Date: _____

COUNTY OF _____

By: _____
Name and Title of signing staff

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 October 25, 2022

SUBMITTED BY: Department of Public Health—Rose Mary Rahn/Everardo Legaspi
SUBJECT: DISEASE INTERVENTION SPECIALISTS WORKFORCE DEVELOPMENT GRANT

SUMMARY:

Overview:

The California Department of Public Health (CDPH), Sexually Transmitted Diseases Control Branch (STDCB) is awarding Kings County the Disease Intervention Specialist (DIS) Workforce Development grant to conduct activities necessary to expand, train, and sustain a response-ready disease investigation workforce. On November 9, 2021, the Board authorized the Kings County Department of Public Health (KCDPH) to accept the DIS Workforce Development grant. The CDPH recently sent out final agreements to be signed and submitted, therefore this item is being brought back to the Board for final signatures.

Recommendation:

Approve the Agreement and subsequent certifications with the California Department of Public Health for the Disease Intervention Specialist Workforce Development Grant retroactively effective from July 1, 2021, through December 31, 2025.

Fiscal Impact:

The annual allocation of \$120,080 is included in the department’s Fiscal Year 2022-23 Adopted Budget under budget unit 411300 (Communicable Disease Clinic). For the five-year term of this grant, the KCDPH is allocated a total of \$600,400.

BACKGROUND:

On November 9, 2021, the Board authorized the KCDPH to accept the DIS Workforce Development grant. The CDPH recently sent out final agreements to be signed and submitted, therefore KCDPH is bringing this item 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

DISEASE INTERVENTION SPECIALISTS WORKFORCE DEVELOPMENT GRANT

October 25, 2022

Page 2 of 2

the Board for final signatures. The CDPH STDCB has awarded KCDPH a total of \$600,400 for five years, beginning July 1, 2021, and ending December 31, 2025, to focus on increasing capacities for disease investigations, linkage to disease prevention and treatment, case management and oversight of the program, and outbreak responses for sexually transmitted diseases (STD), human immunodeficiency virus (HIV), COVID-19, and other infectious diseases.

The overall goal of the funding is to develop, expand, train, and sustain the DIS workforce. Funding is intended to hire personnel to address projected jurisdictional infectious diseases prevention and response needs over the performance period. Hiring priority will be given to the frontline public health workforce (DIS and DIS supervisors) with secondary focus on roles that support the success of frontline DIS response and outbreak efforts.

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

**CALIFORNIA SEXUALLY TRANSMITTED DISEASE BRANCH
STD Program Management**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Kings, hereinafter “Grantee”

Implementing the “DIS Workforce Development,” hereinafter “Project”

GRANT AGREEMENT NUMBER 21-10559

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to conduct activities necessary to expand, train, and sustain a response-ready disease intervention specialist (DIS) workforce.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$600,400.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2021 and terminates on December 31, 2025. No funds may be requested or invoiced for services performed or costs incurred after December 31, 2025.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Kings
Name: Karlo Estacio, Assistant Branch Chief STD Control Branch	Name: Maricela Castellanos Supervising Public Health Nurse
Address: P.O. Box 997377, MS 7320	Address: 330 Campus Drive
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Hanford, CA 93230
Phone: (916) 552-9820	Phone: (559) 852-2741
E-mail: Karlo.Estacio@cdph.ca.gov	E-mail: Maricela.Castellanos@co.kings.ca.us

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	Grantee: County of Kings
Attention: Christine Johnson, Grant Manager	Attention: Rose Mary Rahn
Address: P.O. Box 997377, MS 7320	Address: 330 Campus Drive
City, Zip: Sacramento, CA 95899-7377	City, Zip: Hanford, CA 93230
Phone: (916) 552-9796	Phone: (559) 852-2625
E-mail: Christine.Johnson@cdph.ca.gov	E-mail: rosemary.rahn@co.kings.ca.us

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Kings
Attention: “Cashier”: Crystal Hommerding
Address: 330 Campus Drive
City, Zip: Hanford, CA 93230
Phone: (559) 852-4593
E-mail: Crystal.Hommerding@co.kings.ca.us

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Note: Once the Grant Agreement has been fully executed, request for modifications/changes thereafter to the existing grant activities can be made by written notice by either party and must be approved by CDPH. This process does not require a formal amendment but must be agreed to by both parties in writing. Copies must be maintained by both parties. Such modifications/changes must be made 30 days prior to implementation. A written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E INFORMATION PRIVACY AND SECURITY REQUIREMENTS

Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Joe Neves, Chairman
Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, CA 93230

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377



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

Exhibit A
Letter of Award

December 30, 2021

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: DISEASE INTERVENTION SPECIALIST WORKFORCE DEVELOPMENT GRANT

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) is pleased to announce the availability of approximately \$10 million in Centers for Disease Control and Prevention (CDC) Federal Funds starting in fiscal year (FY) 2021-22 for the support of governmental public health response to COVID-19 and other infectious diseases.

This funding opportunity is made possible through a federal grant award the CDC has issued through a supplement to PS19-1901, Strengthening STD Prevention and Control for Health Departments (STD PCHD), Catalog of Federal Domestic Assistance (CFDA) #93.977. Counties of San Francisco and Los Angeles are separately funded under the STD PCHD grant and were not included in local health jurisdiction (LHJ) allocations described in this letter.

The overall goal of the funding is to develop, expand, train, and sustain the disease intervention specialists (DIS) workforce. Funding is intended to hire personnel to address projected jurisdictional sexually transmitted disease (STD), HIV, COVID-19, and other infectious disease prevention and response needs over the performance period. Hiring priority should be given to front-line public health workforce (DIS and DIS supervisors) with secondary focus on roles that support the success of frontline DIS response and outbreak efforts. For more information on the CDC DIS Workforce Development grant, please refer to the funding guidance at: <https://www.cdc.gov/std/funding/pchd/development-funding.html>.

Grantee activities will focus on the following key strategic targets:

- Increased capacity to conduct disease investigation
- Linkage to prevention and treatment
- Case management and oversight
- Outbreak response for STD, HIV, COVID-19 and other infectious diseases

Funding availability in subsequent fiscal years will be determined by satisfactory recipient performance and is subject to the availability of appropriated funds and federal award. These funds will be made available to support the DIS workforce development on a yearly basis from July 1, 2021 through December 31, 2025. The amount of annual funding was allocated through a non-competitive formula using the [United States Census Community Resilience Estimates](#).



A summary of the DIS workforce funding allocation process, including the final annual allocation amounts for specific jurisdictions are available at: [DIS Workforce Development](#).

The funds must be used to provide allowable DIS workforce development activities at the local level. For guidance, please see Grant Activities at: [DIS Workforce Development](#).

All grantees must adhere to the Grant Activities, and any subsequent revisions, along with all instructions, policy memoranda, or directives issued by CDPH/STDCB. CDPH/STCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to receive these funds, you must return the following signed documents no later than close of business, **January 31, 2022**.

- Annual budgets for calendar years 2021 through 2025
- Completed CDPH 9083 form

The documents should be e-mailed to STDLHJContracts@cdph.ca.gov and include your agency's name in the subject line when you send the email to help us to easily identify which local health jurisdiction you represent. Please note that no funds are secured until the grant is fully executed.

We look forward to collaborating with you to support this expansion of the DIS workforce. If you have any questions, please feel free to contact Christine Johnson by e-mail at Christine.Johnson@cdph.ca.gov.

Sincerely,



Alexia McGonagle, Acting Chief
Business Operations Support Section
STD Control Branch

Enclosures

cc: Kathleen Jacobson, MD, Chief, STD Control Branch
Edwin Lopez, Chief, Disease Intervention Section, STD Control Branch
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch
Cary Escovedo, Northern California Regional Capacity Building Coordinator,
STD Control Branch
Michelle Gonzales, Southern California Regional Capacity Building Coordinator,
STD Control Branch
Pike Long, Bay Area Regional Capacity Building Coordinator,
STD Control Branch
Sophie Lyons, Central Inland Regional Capacity Building Coordinator,
STD Control Branch

County/City	Year 1 Annual Award (7/1/21-12/31/21)	Year 2 Annual Award (1/1/22 - 12/31/22)	Year 3 Annual Award (1/1/23 - 12/31/23)	Year 4 Annual Award (1/1/24 - 12/31/24)	Year 5 Annual Award (1/1/25 - 12/31/25)	Total Five-Year Allocation
San Bernardino County	\$378,476	\$378,476	\$378,476	\$378,476	\$378,476	\$1,892,380
San Diego County	\$523,452	\$523,452	\$523,452	\$523,452	\$523,452	\$2,617,260
San Joaquin County	\$210,741	\$210,741	\$210,741	\$210,741	\$210,741	\$1,053,705
San Luis Obispo County	\$136,267	\$136,267	\$136,267	\$136,267	\$136,267	\$681,335
San Mateo County	\$197,256	\$197,256	\$197,256	\$197,256	\$197,256	\$986,280
Santa Barbara County	\$163,058	\$163,058	\$163,058	\$163,058	\$163,058	\$815,290
Santa Clara County	\$337,870	\$337,870	\$337,870	\$337,870	\$337,870	\$1,689,350
Santa Cruz County	\$135,303	\$135,303	\$135,303	\$135,303	\$135,303	\$676,515
Shasta County	\$120,826	\$120,826	\$120,826	\$120,826	\$120,826	\$604,130
Sierra County	\$100,492	\$100,492	\$100,492	\$100,492	\$100,492	\$502,460
Siskiyou County	\$106,289	\$106,289	\$106,289	\$106,289	\$106,289	\$531,445
Solano County	\$155,420	\$155,420	\$155,420	\$155,420	\$155,420	\$777,100
Sonoma County	\$166,720	\$166,720	\$166,720	\$166,720	\$166,720	\$833,600
Stanislaus County	\$178,035	\$178,035	\$178,035	\$178,035	\$178,035	\$890,175
Sutter County	\$112,756	\$112,756	\$112,756	\$112,756	\$112,756	\$563,780
Tehama County	\$107,799	\$107,799	\$107,799	\$107,799	\$107,799	\$538,995
Trinity County	\$101,982	\$101,982	\$101,982	\$101,982	\$101,982	\$509,910
Tulare County	\$168,801	\$168,801	\$168,801	\$168,801	\$168,801	\$844,005
Tuolumne County	\$106,838	\$106,838	\$106,838	\$106,838	\$106,838	\$534,190
Ventura County	\$216,276	\$216,276	\$216,276	\$216,276	\$216,276	\$1,081,380
Yolo County	\$128,056	\$128,056	\$128,056	\$128,056	\$128,056	\$640,280
Yuba County	\$109,606	\$109,606	\$109,606	\$109,606	\$109,606	\$548,030
Total	\$9,804,356	\$9,804,356	\$9,804,356	\$9,804,356	\$9,804,356	\$49,021,780

*City estimates were calculated using census tracts. Alameda Health Department estimates do not include Berkeley census tracts in the formula.

**To correct for rounding errors, \$2 was added to the lowest award (Alpine County)

Note: In these estimates, \$250,000/year have been set aside to fund tribal governments.

Awards were allocated by applying a base of \$100,000 and distributing the balance of funds based on population at highest risk per the United States Census Community Resilience Estimates. [For more information about how Community Resilience Estimates are calculated, see the US Census technical document.](#)

Exhibit A Funding Allocation Process

PS19-1901: Strengthening STD Prevention and Control for Health Departments (STD PCHD) DIS Workforce Development Funding

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) will allocate approximately \$10 million Centers for Disease Control and Prevention (CDC) Federal funds (PS19-1901) starting in state fiscal year 2021-22 to expand the Disease Intervention Specialist (DIS) workforce at the local level to support governmental public health response to COVID-19 and other infectious diseases.

The CDC [DIS Workforce Development Funding](#) is part of the [American Rescue Plan Act of 2021](#). The goal of the investment is to support 21st century outbreak response needs by:

1. Expanding and enhancing frontline public health staff
2. Conducting DIS workforce training and skills building
3. Building organizational capacity for outbreak response
4. Evaluating and improving recruitment, training, and outbreak response efforts

For the first year, the DIS Workforce funding will be distributed as a supplement to the STD PCHD grant and is available to view at [PS19-1901: STD Prevention and Control for Health Departments \(STD PCHD\)](#).

Funding will be allocated to fifty-nine (59) local health jurisdictions (LHJ) and an additional \$250,000 to fund local tribal governments.

CDPH/STDCB included the following factors in the allocation model with the hierarchy of need consistent for all counties:

- The grant requires that funds be allocated LHJs using the US Census Community Resilience Estimates ([details about what is included is available](#)) or the Social Vulnerability Index. CDPH/STDCB used the Community Resilience Estimates since that is what CDC used to distribute the funds to states. There is an expectation that the most vulnerable communities will be supported, rather than focusing on morbidity.
- This information was presented, and approval was provided by California Conference of Local Health Officers and County Health Executives Association of California.
- As outlined in Exhibit A1, CDPH/STDCB has allocated \$250,000 per year to Tribal governments and \$9,804,356 per year to 59 LHJs.
- San Francisco and Los Angeles (excluding Berkeley, Long Beach and Pasadena) counties are funded independently by CDC and not included in these allocations. Census tracts belonging to City health jurisdictions are not included in the county-level estimates.
- Local deliverables with these funds will include activities related to disease investigation, including contact tracing, case investigation, linkage to care, and partner services. Hiring frontline DIS and DIS supervisors is the priority of these funds but there will be some flexibility regarding other support staff (e.g., triage clerk) or activities (e.g., phlebotomy training).
- According to the 2018 Infrastructure Survey of local STD programs, the average salary of DIS, including DIS Supervisors, ranges between \$38,048 and \$131,418.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than quarterly in arrears to:

Christine Johnson
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377

Or submitted electronically to STDLHJInvoices@cdph.ca.gov.

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 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 Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

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 State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill 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 State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

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.

Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. 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 ([Cal HR](#)). If the Cal HR 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 authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee 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 Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH 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 Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant'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 CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee 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 Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee 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 Grantee'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 Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee 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 Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee 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 Grant 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 Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.) CDPH and 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 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 Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of CDPH, pursuant to 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 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. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: “Confidential information” means information that:
 1. 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
 2. 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.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- 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. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. 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 Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts 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.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- IV. **Disclosure Restrictions:** The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- 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 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. Contractor shall provide CDPH with 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 Contractor's obligations under 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.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. 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:** Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act 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 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. 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 a employee or agent of the Contractor.

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, 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

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

4. a description of the probable and proximate causes of the breach or security incident; and
 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 Contractor is considered only a custodian and/or non-owner of the CDPH PCI, 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. 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 Contractor is considered only a custodian and/or non-owner of the CDPH PCI, 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). 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 E
 Information Privacy and Security Requirements
 (For Non-HIPAA/HITECH Act Contracts)

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov 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: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: 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 as required by Civil Code section 1798.25, 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 Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between 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.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit. 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 Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, 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, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until 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 Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, 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: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between 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 Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- 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 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 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 Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act 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, 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 username for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

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 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 E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act 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.** 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.** 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 E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act 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.

Exhibit F
Federal Terms and Conditions

(For Federally Funded 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.

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

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirements
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

1. Federal 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 Grant 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 Grant were executed after that determination was made.
- b. This Grant 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 Grant. In addition, this Grant 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 Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee 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 Grantee 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 Grantee 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 Grantee'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 Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, 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 Grantee 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 Grantee'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 Grantee 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 Grantee 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 Grantee'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 Grantee 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 Grantee 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 subGrantee or vendor. The Grantee 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 Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee 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 Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee 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 Grantee is unable to certify to any of the statements in this certification, the Grantee 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 Grantee 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 Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant 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 Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Air or Water Pollution Requirements

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants 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 grant, 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 grant or any extension or amendment of that 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 grant or subgrant exceeding \$100,000 at any tier under a 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.

7. **Additional Restrictions**

Grantee 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.”

8. Human Subjects Use Requirements

(Applicable only to federally funded agreements 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.

9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200, *et seq.*, 2 CFR 400, *et seq.*, and 45 CFR, 75, *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- 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 in 2CFR Part 200) 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 2CFR Part 200. 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 CDPH a report of an audit other than a single 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 CDPH 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 CDPH Program Contract Manager shall forward the audit report to CDPH's 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 CDPH 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".

10. Audit and Record Retention

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

- a. The Contractor 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 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 CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor 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 shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor 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, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

11. Federal Requirements

Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

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 subGrantees, 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.

County of Kings

Name of Grantee

Printed Name of Person Signing for Grantee

21-10559

Contract / Grant Number

Signature of Person Signing for Grantee

Date

Title

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

California Department of Public Health
STD Control Branch
P.O. Box 997377, MS 7320
Sacramento, CA 95899-7377

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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 subawardee 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.



Recipient Information

1. Recipient Name

California Department of Public Health
1616 Capitol Ave
Sacramento, CA 95814-7402
[NO DATA]

2. Congressional District of Recipient

06

3. Payment System Identifier (ID)

1743204993A1

4. Employer Identification Number (EIN)

743204993

5. Data Universal Numbering System (DUNS)

799150615

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

Dr. Kathleen Jacobson
Chief, Sexually Transmitted Diseases Control Branch
kathleen.jacobson@cdph.ca.gov
510-620-3178

8. Authorized Official

Mr. Karlo Estacio
karlo.estacio@cdph.ca.gov
916-552-9820

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Ms. Portia Brewer
Grants Management Officer
yfa2@cdc.gov
770-488-3185

10. Program Official Contact Information

Ms. Britney Johnson
mwq4@cdc.gov
404.718.5604

Federal Award Information

11. Award Number

6 NH25PS005127-03-02

12. Unique Federal Award Identification Number (FAIN)

NH25PS005127

13. Statutory Authority

This Program is authorized under section 318 of the Public Health Service Act (42 U.S.C. Section 247c, as amended)

14. Federal Award Project Title

Strengthening STD Prevention and Control for Health Departments (STD PCHD): Enhanced Activities

15. Assistance Listing Number

93.977

16. Assistance Listing Program Title

Preventive Health Services_Sexually Transmitted Diseases Control Grants

17. Award Action Type

Supplement

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	01/01/2021	- End Date	12/31/2021
20. Total Amount of Federal Funds Obligated by this Action			\$15,261,723.00
20a. Direct Cost Amount			\$15,261,723.00
20b. Indirect Cost Amount			\$0.00
21. Authorized Carryover			\$0.00
22. Offset			\$755,968.00
23. Total Amount of Federal Funds Obligated this budget period			\$6,963,764.00
24. Total Approved Cost Sharing or Matching, where applicable			\$0.00
25. Total Federal and Non-Federal Approved this Budget Period			\$22,225,487.00
26. Project Period Start Date	01/01/2019	- End Date	12/31/2023
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period			Not Available

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Mr. Arthur Lusby
Grants Management Officer, Team Lead

30. Remarks

Supplemental Funding: Financial Assistance in the amount of \$15,261,723.00.



Recipient Information
Recipient Name California Department of Public Health 1616 Capitol Ave Sacramento, CA 95814-7402 [NO DATA]
Congressional District of Recipient 06
Payment Account Number and Type 1743204993A1
Employer Identification Number (EIN) Data 743204993
Universal Numbering System (DUNS) 799150615
Recipient's Unique Entity Identifier Not Available
31. Assistance Type Cooperative Agreement
32. Type of Award Other

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$966,459.00
b. Fringe Benefits	\$534,809.00
c. Total Personnel Costs	\$1,501,268.00
d. Equipment	\$0.00
e. Supplies	\$4,842.00
f. Travel	\$17,175.00
g. Construction	\$0.00
h. Other	\$16,182,753.00
i. Contractual	\$4,988,675.00
j. TOTAL DIRECT COSTS	\$22,694,713.00
k. INDIRECT COSTS	\$286,742.00
l. TOTAL APPROVED BUDGET	\$22,981,455.00
m. Federal Share	\$22,981,455.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes					
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
0-9210840	19NH25PS005127	PS	41.51	\$0.00	75-20-0950
0-939ZRPZ	19NH25PS005127	PS	41.51	\$0.00	75-20-0950
1-9210840	19NH25PS005127	PS	41.51	\$0.00	75-21-0950
1-939ZRPZ	19NH25PS005127	PS	41.51	\$0.00	75-21-0950
1-9390H67	19NH25PS005127C3	PS	41.51	\$15,261,723.00	75-X-0140



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 6 NH25PS005127-03-02

FAIN# NH25PS005127

Federal Award Date: 06/21/2021

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

California Department of Public Health

6 NH25PS005127-03-02

1. Revised Terms

Notice of Funding Opportunity (NOFO) Number: CDC-RFA-PS19-1901
Grant Number: NH25PS005127

ADDITIONAL AWARD INFORMATION

Supplemental Funding: Additional funding in the amount **\$15,261,723** is approved for the Year 03 budget period, which is **January 01, 2021** through **December 31, 2021**, this award.

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual’s home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS–CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

To achieve the public health objectives of ensuring the health, safety, and welfare of all Americans, Recipient must distribute or administer vaccine without discriminating on non-public-health grounds within a prioritized group.

Termination/Non-compliance: This award may be terminated in whole or in part consistent with 45 CFR 75.372. CDC may impose other enforcement actions in accordance with 45 CFR 75.371- Remedies for Noncompliance, as appropriate.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

Unallowable Costs:

1. Research
2. Clinical care
3. Publicity and propaganda (lobbying):
4. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - b. 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 any legislative body o See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:
https://www.cdc.gov/grants/documents/AntiLobbying_Restrictions_for_CDC_Graantees_July_2012.pdf
5. All unallowable costs cited in CDC-RFA-PS19-1901 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

Application Package: The application package must consist of the following documents:

- Application for Federal Assistance 424
- One form for supplemental request - fill out the e-form in GrantSolutions Budget Information 424A
- Total funding request- for supplemental project-provide form as an attachment Workplan and Budget
- Workplan and budget describing activities

Except where otherwise authorized by statute, 45 CFR 75 Subpart E – Cost Principles is applicable.

COVID-19 Funding Budget Revision Requirement: The recipient must submit a revised budget with a narrative justification by uploading into Grant Solutions as an amendment within **60 days** of receipt of the Notice of Award. If the date falls on a weekend or holiday, the submission will be due the following business day. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. **If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Awarding Agency Contact Information section on the first page before the due date.**

REPORTING REQUIREMENTS

The following is a summary of the reporting requirements:

Progress and Fiscal Reports: Recipients must submit progress updates and fiscal reports every 12 months.

- Progress reports must include status in meeting hiring goals at recipient and sub-recipient levels.

- Fiscal reports must summarize progress in obligating and spending the allotted funds. Reporting templates will be made available.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1- 800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of **Page 2** of the Notice of Award must be known to draw down funds.

Document Number: **19NH25PS005127C3**

Stewardship: The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged to your cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to this program.

All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

Office of Grants Services Contact:

Portia R. Brewer, MBA
Grants Management Specialist
Centers for Disease Control and Prevention (CDC)
Office of Grants Services (OGS)
Email: pbrewer@cdc.gov
Telephone: (770) 488-3185

PLEASE REFERENCE AWARD NUMBER ON ALL CORRESPONDENCE

**PS19-1901: Strengthening STD Prevention and Control for Health Departments
Disease Intervention Specialist Workforce Development**

Grant Activities

1. Service Overview

The Grantee will use this funding to develop, expand, train, and sustain the disease intervention specialists (DIS) workforce. Funding is intended to hire personnel to address projected jurisdictional sexually transmitted disease (STD), HIV, COVID-19, and other infectious disease prevention and response needs over the performance period. Hiring priority should be given to front-line public health workforce (DIS and DIS supervisors) with secondary focus on roles that support the success of frontline DIS response and outbreak efforts.

All Grantees must adhere to the grant activities, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/STDCB. CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation. Any updates to the grant activities or additional guidance can be found at:

<https://cdph.sharepoint.com/sites/DISWorkforceDevelopment>

Key strategic targets for STD, HIV, COVID-19, and other infectious diseases prevention and control are: to increase capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight, and outbreak response for STD, HIV, COVID-19, and other infectious diseases. Following required online training for DIS, initial focus should be on training and mentoring staff to become proficient in STD and HIV disease investigation and partner notification. This is to ensure the DIS develop early comfort with the more challenging and intimate disease investigation that is required for STDs and HIV, and to clear the backlog of STD DIS work at the local level. Once proficient in STD/HIV disease investigation, DIS should be trained and mentored to support disease investigation of other infectious diseases. Any non-DIS staff hired to support frontline DIS workers should also focus on STD/HIV disease investigation first. Redirection of funded staff as necessary is expected to support the need for rapid emergency infectious disease outbreak response needs.

2. Service Location

The services shall be performed at applicable facilities within the Grantee's jurisdiction.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Project Representatives

The project representative for the DIS Workforce Development grants at CDPH/STDCB is Christine Johnson at Christine.Johnson@cdph.ca.gov.

5. Services to be Performed

See the attached grant activities as follows for a description of the services to be performed.

Grant Activities
DIS Workforce Development

Activities	Performance Indicators	Timeline
A. Assess workforce capacity, language competence, and strategic gaps to identify hiring priorities.	<ul style="list-style-type: none"> • Completion of workforce capacity assessment by CDPH, including policy barriers for fair hiring and recruitment 	07/01/21 – 12/31/25
B. Expand the workforce through hiring of disease investigation staff and supervisors, including those who conduct case investigation, contact tracing, linkage to prevention and treatment, and outbreak response, or those who directly support disease investigation efforts.	<ul style="list-style-type: none"> • Number of individual staff hired, by staff type • Number of full-time equivalents funded, by staff type 	07/01/21 – 12/31/25
C. Incorporate a focus on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse workforce across all levels who are representative of, and have language competence for, the local communities they serve.	<ul style="list-style-type: none"> • Description of hiring and recruitment practices • Description of how LHJ will recruit DIS from impacted communities • Description of training plan for new DIS that maximizes opportunities for a diverse workforce across all levels 	07/01/21 – 12/31/25
D. Train new and existing staff in both core public health competencies for STD, HIV, and COVID-19 disease investigation and professional development to support retention. Once competency is attained in STD/HIV disease investigation this should be followed by training and mentoring in hepatitis C, tuberculosis, and other infectious diseases.	<ul style="list-style-type: none"> • Report of annual list of trainings completed by all disease investigation and support staff regardless of funding source, including but not limited to completion of training and mentorship for STD/HIV, hepatitis C, tuberculosis, COVID-19, and other infectious diseases. 	07/01/21 – 12/31/25
E. Monitor data, clear backlogged STD/HIV cases and respond to emerging infectious disease outbreaks. Support timely and effective outbreak response for STD, HIV, COVID-19, and other incident infections and outbreaks.	<ul style="list-style-type: none"> • Percent of pregnant syphilis cases reported that were open >45 days • Percent of non-pregnant syphilis cases, including males, that were open >30 days • Percent of disseminated gonococcal infections that were open >14 days • Description of outbreak detection and response activities 	07/01/21 – 12/31/25
F. Establish and update policies to support adaptable and agile outbreak response efforts, including outbreak detection.	<ul style="list-style-type: none"> • Updated policies provided 	07/01/21 – 12/31/25

**Grant Activities
DIS Workforce Development**

Activities	Performance Indicators	Timeline
G. Collect and report information about the activities, characteristics, and outcomes of program efforts to improve workforce hiring, training, and outbreak response efforts, including DIS response and disease investigation deployment and outcomes.	<ul style="list-style-type: none"> • Participation in evaluation planning with CDPH in accordance with CDC • Completed surveys and other requests from CDPH for workforce development, which may include DIS workload assessments and retention measures. • DIS response activities entered into CDPH identified program for DIS tracking and management. 	07/01/21 – 12/31/25
H. Input data into CalREDIE, CalConnect, or other surveillance or case management database approved by CDPH to monitor project outcomes, including for neurosyphilis, ocular syphilis, early syphilis, congenital syphilis, disseminated gonococcal infection, HIV, COVID-19, and other infectious diseases.	<ul style="list-style-type: none"> • Completion of required data elements by disease of focus 	07/01/21 – 12/31/25

Summary of Required Reports and Data

Frequency	¹ Timeframe	² Deadline	Activities	Report Recipient
Annual	07/01/2021 – 12/31/2025	01/31/2023 01/31/2024 01/31/2025 12/31/2025	Submit data related to Activities A-H	STDLHJContracts@cdph.ca.gov

¹ Timeframe dates are subject to change and will not require an amendment to the grant agreement.

² Deadline dates are subject to change and will not require an amendment to the grant agreement.

California Department of Public Health Sexually Transmitted Disease Control Branch Subaward Terms and Conditions

1. Overview

The California Department of Public Health (CDPH) Sexually Transmitted Disease Control Branch (STDCB) sets forth the following terms and conditions. These subaward terms and conditions specify the conditions for receipt of local assistance subaward of the [DIS Supplement to CDC-RFP-PS19-1901](#). This funding is intended to expand, train, and sustain the DIS workforce to support jurisdictional STD, COVID-19, and other infectious disease prevention and response. Funds will support health departments to increase capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight, and outbreak response for STD, COVID-19, and other infectious diseases.

All Grantees must adhere to these terms and conditions, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH STDCB. CDPH STDCB will make any changes and/or additions to these provisions in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation. Any updates on the grant activities or additional guidance can be found at: <https://cdph.sharepoint.com/sites/DISWorkforceDevelopment>.

2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH STDCB.
- B. Comply with all applicable terms and conditions of award, federal laws, regulations, and policies at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>.
- C. Comply with existing and/or future directives and guidance from CDPH and the United States Secretary for Health and Human Services (HHS) regarding control of the spread of COVID-19.
- D. In consultation and coordination with CDPH, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation).
- E. Assist in the implementation and enforcement of state and federal orders related to quarantine and isolation.
- F. In addition, to the extent applicable, comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>
- G. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, provide to CDPH

**California Department of Public Health
Sexually Transmitted Disease Control Branch
Subaward Terms and Conditions**

copies of and/or access to COVID-19 data collected and evaluations conducted with these funds, including but not limited to data related to COVID-19 testing. CDPH will specify in further guidance and directives what is encompassed by this CDC requirement.

- H. Distribute or administer vaccine without discriminating on non-public-health grounds within a prioritized group.
- I. Demonstrate a focus on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse workforce across all levels who are representative of, and have language competence for, the local communities they serve.
- J. Use these funds in accordance with any additional guidance set forth by the CDPH STDCB regarding the granting, use, and reimbursement of the STDCB local assistance funds. Additional consideration should be given to other guidance from the CDPH, and Centers for Disease Control and Prevention (CDC) intended to highlight successful STD, HIV, COVID-19 and other infectious disease prevention strategies or outline California-specific initiatives, policies, and procedures.
- K. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address STD, HIV COVID-19, and other infectious disease control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to “replace” or “take the place of” existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH STDCB dollars for the same purpose.
- L. Abide by the most recent standards of care for STD, HIV COVID-19 and other infectious disease screening, treatment, control and prevention of infectious diseases as promulgated by CDPH and CDC.
- M. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance awareness, prevention, testing, linkage to care, and care coordination for COVID-19, STD, HIV, and other infectious diseases funded with these dollars with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH STDCB upon completion and with the annual progress report, and upon request from CDPH, as relevant.
- N. Submit information and reports as requested by the CDPH STDCB.
- O. Ensure the use of a competitive bid process in the selection of all subcontracts. If the subcontract is one where the LHJ has a current agreement with, indicate the date the agreement was effective. If the CBO is a non-profit agency as defined by Internal Revenue Code 501(c), ensure the LHJ has a current letter on file from the Internal Revenue Service for the CBO.

California Department of Public Health
Sexually Transmitted Disease Control Branch
Subaward Terms and Conditions

3. Reporting Requirements

A. Case Report, Laboratory, and Interview Record

All Grantees shall comply with morbidity reporting requirements for reportable for STD, HIV, COVID-19, and other infectious disease identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees, unless approved by CDPH, must enter infectious disease case reports, laboratory results, and interview data for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases, or other reporting system as identified by CDPH. Data must be entered into the appropriate tabs and forms in the designated database. Submission of hard copy forms for data entry or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted.

Upon approval from CDPH, select LHJs not entering into the designated databases (e.g., Los Angeles, San Francisco) must report the data outlined above to CDPH STD Control Branch via a secure file transfer protocol (FTP) on a weekly basis. Data will be transmitted using the following formats:

- Case report data to be submitted using the National Electronic Telecommunications System for Surveillance (NETSS) or Message Mapping Guides (MMG) standards.
- Interview record data to be submitted in a format that conforms to the corresponding CalREDIE data elements.

B. Performance Measurement and Program Evaluation

Grantees will submit performance indicators specified in the grant activities, including for activities subcontracted to one or more community-based organizations. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first three months of the project period.

C. Data Security and Confidentiality

Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs."

<http://www.cdc.gov/nchstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>. Grantees shall have staff complete CDPH required confidentiality and data security training and maintain on file associated confidentiality agreements for each staff person with access to STD data.

**California Department of Public Health
Sexually Transmitted Disease Control Branch
Subaward Terms and Conditions**

- D. Outbreak Reporting**
The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
- E. Financial Expenditures and Reporting**
Grantees must maintain records reflecting actual expenditures. The CDPH STDCB reserves the right to question and re-negotiate reimbursement for any expenditure that may appear to exceed a reasonable cost for the service. Financial expenditures/reporting are required and must be submitted within 45 calendar days after the end of each quarter. Annual financial expenditures and reporting should be submitted no later than 45 days after the end of the budget period. Invoices should be sent to STDLHJInvoices@cdph.ca.gov.
- F. Performance Progress Reporting**
Annual Performance Progress Reports are due no later than 30 days after the end of the budget period (e.g., January 31, 2023), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to STDLHJContracts@cdph.ca.gov.
- 4. Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch**
- A. The CDPH STDCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.



COUNTY OF KINGS BOARD OF EQUALIZATION

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

AGENDA ITEM October 25, 2022

SUBMITTED BY: Assessor/Clerk-Recorder – Kristine Lee

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF JUSTICE FOR THE ESTABLISHMENT OF AN ELECTRONIC RECORDING AND DELIVERY SYSTEM

SUMMARY:

Overview:

To electronically record property transaction documents, that are currently being manually submitted, the Recorder’s Office must first enter into a Memorandum of Understanding (MOU) with the Department of Justice (DOJ). The MOU establishes the County’s responsibility for payment for the County’s proportionate share of the DOJ’s direct costs for regulation and oversight specified in the Electronic Recording Delivery Act (ERDA) of 2004.

Recommendation:

Approve the Memorandum of Understanding with the California Department of Justice for the Electronic Recording Delivery System.

Fiscal Impact:

The current fiscal year’s allocation is \$1,064 and is included in the current budget. Subsequent annual amounts are projected to be similar but will be determined by the number of participating counties and their actual recordings. The annual amount may decrease as more counties participate.

BACKGROUND:

The ERDA of 2004 enabled counties to electronically accept, record, and return certain instruments affecting a right, title, or interest in real property. Before a county puts an Electronic Recording and Delivery System into operation, the Attorney General must evaluate, certify, and approve the system along with developing and adopting regulations and oversight. Since the costs cannot be otherwise recouped, each participating county is responsible for paying its proportionate share of the costs.

(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

MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF JUSTICE FOR THE ESTABLISHMENT OF AN ELECTRONIC RECORDING AND DELIVERY SYSTEM

October 25, 2022

Page 2 of 2

Electronic Recording and Delivery System, through a subsequent effort, has been implemented and is being used by the constituents of 41 of the 58 counties in California. It creates efficiencies by allowing title companies and real estate agencies to electronically record documents rather than having to physically deliver documents to the Recorder's Office or mail the documents.

The Memorandum of Understanding has been reviewed and approved by County Counsel as to form.

Electronic Recording Delivery System Memorandum of Understanding

Parties

This Memorandum of Understanding (MOU) is between the California Department of Justice, hereinafter referred to as the "DOJ," and the County of Kings, hereinafter referred to as "County."

Purpose

The Legislature passed the Electronic Recording Delivery Act of 2004 (Gov. Code, §§ 27390-27399;¹ "ERDA") to enable counties to electronically accept, record, and return certain instruments affecting a right, title, or interest in real property. Subdivision (a) of section 27397 provides that a "county establishing an electronic recording delivery system [ERDS] . . . shall pay for the direct cost of regulation and oversight by the Attorney General." The purpose of this MOU is to memorialize the parties' understanding of how these costs are calculated and apportioned.

Acknowledgments

The parties acknowledge that under the ERDA, certain statutory duties must be performed before a county puts its electronic recording system into operation. For example, the Attorney General must evaluate and certify the ERDS selected by each county (§ 27391(a); § 27392(a)); "approve software and other services" (§ 27392(b)); establish a list of approved computer security auditors (§ 27394), conduct criminal background checks (§ 27395); certify that each county's submission method will be secure (§ 27397.5(d)); and may, from time to time, "adopt regulations for the review, approval, and oversight of electronic recording delivery systems" (§ 27393(a)). These duties entail costs which cannot be adequately recouped through the collection of recording fees authorized in section 27397. Each participating county is responsible for paying, among other things, its proportionate share of the costs of developing, operating, and monitoring its ERDS. (§ 27397(a).)

¹ All statutory references are to the Government Code.

Agreement

The DOJ and County hereby agree that County will pay the DOJ for the County's proportionate share of the DOJ's direct costs for regulation and oversight, as specified in the ERDA,

General Provisions

County agrees to pay the DOJ for the County's proportionate share of the direct costs of carrying out the DOJ's obligations under the ERDA, which costs may include all or part of the following: staff, consultant, and vendor costs for program development and implementation including hearings, meetings, travel, site visits, minutes, mailing, legal review of regulations, procedure and forms development, advertisement, and drafting, review, and approval of regulations. Extensions of this MOU beyond the first year will be made by addendum to the MOU. This will allow the DOJ to issue a new estimated cost figure, via the Letter of Intent process, for the next fiscal year that includes the cost of regulation and oversight without requiring the parties to sign a new MOU. The County's estimated cost calculations for succeeding fiscal years will be prepared by DOJ and will follow the annual Letter of Intent process.

Cost to County Formula

The direct cost of developing and adopting regulations, and the costs of regulation and oversight under the ERDA, are allocated to each county based upon the total number of documents recorded and filed the previous year, as reported to the Office of the Insurance Commissioner. (See § 27296.) The formula to determine a county's proportionate cost is set by the total documents recorded and filed per individual county, divided by the total documents recorded and filed by all participating counties. The percentage figure obtained for each county is applied to the estimated annual costs of the Attorney General to arrive at an individual county figure.

Cost of the Attorney General

The estimated costs of the Attorney General are those costs projected to be incurred in the next fiscal year, as well as the costs actually incurred to date. County agrees to pay the DOJ for actual expenditures incurred and in accordance with the final costs identified herein, which is attached hereto and made a part of this MOU. The County shall annually provide to the DOJ the total documents recorded and filed as reported to the Office of the Insurance Commissioner for the previous year. (§27296.) The DOJ shall issue an annual estimated cost to the County based on the Cost to County Formula. The final cost to the County will be incorporated herein by reference.

Payback and/or Carry Over

If the actual costs exceed the estimated costs, the following year's estimated direct costs will be adjusted to capture the additional costs; the following year's estimated costs along with the previous year's adjusted amount will then be used as the base for redistribution to each participating county. If the total actual costs are less than the estimated costs, the following year's estimated direct costs will be adjusted to capture the decreased costs; the following year's estimated costs along with the previous year's adjusted amount will then be used as the new base for redistribution to each participating county.

DOJ Reporting

The DOJ shall report to the County every ninety (90) days on the expenditures made by the DOJ to carry out its statutory obligations under the ERDA.

Payment

County shall pay to the DOJ a lump sum of the final proportionate cost owed by the County, as incorporated herein by reference, toward the direct cost to be incurred by the DOJ. Payments to the DOJ shall be deposited in the Electronic Recording Authorization Account, which is hereby created in the Special Deposit Fund.

Payment Method

Upon receipt of the signed MOU from each county, the DOJ representative will sign and return a copy of the MOU to the county representative as identified herein, for their records. A copy of the signed MOU will be forwarded to the DOJ accounting office, which will generate an invoice for payment due. Upon receipt of the invoice, the county will send the said lump sum payment along with the bottom portion of the invoice to the address as referenced in the MOU and on the Invoice.

Payment shall reference the invoice number and customer number and shall be made to:

California Department of Justice
Accounting Office, Cashiering Unit
PO Box 944255
Sacramento, CA 94244-2550

Term

The term of this MOU will be from the date this MOU is signed by the DOJ and County MOU representatives until the end of Fiscal Year 2022/23. An MOU will automatically renew unless one or both parties object or there are modifications to the MOU which would require mutual agreement and signatures by both parties.

A County Recorder reserves the right to terminate this MOU upon thirty (30) days written notice to the DOJ. Refunds of payment toward regulation and oversight will be prorated as incurred in the fiscal year at the time of termination. Upon termination of the MOU, without the mutual intent of the parties to renew, the County Recorder shall cease operation of its ERDS.

Memorandum of Understanding Representatives during the term of this MOU will be:

- Department of Justice
Name: John Navarrete, Field Representative
Phone: (916) 210-3144
Fax: (916) 227-0595
E-Mail: John.Navarrete@doj.ca.gov
- Kings County-MOU representative (please complete):

Name/Title: Kristine Lee

Address: 1400 W Lacey Blvd

City, State, Zip Code: Hanford, CA 93230

Phone: 559-852-2470

Fax: 559-582-6639

E-Mail: Kristine.Lee@co.kings.ca.us

Agreed and Accepted

Certification of MOU Representatives

I certify that I have read and understand the foregoing statements and agree to comply with the requirements of this MOU:

County: <u>Kings</u>	Department of Justice
Name: _____	Name: _____
Signed: _____	Signed: _____
Dated: _____	Dated: _____

Please return the completed MOU to:

California Department of Justice
Electronic Recording Delivery System (ERDS)
PO Box 160968
Sacramento, CA 95816-0968

Attachments: Final Proportionate Cost (Attachment A)
Expenditure Report (Attachment B)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 25, 2022

SUBMITTED BY: Administration – Edward Hill/Domingo Cruz
Public Guardian/Veterans Service Office – Scott Holwell

SUBJECT: OPERATION GREEN LIGHT FOR VETERANS RESOLUTION

SUMMARY:

Overview:

The National Association of Counties (NACo) is supporting the Operation Green Light program, which is an initiative to shine a light on the plight of veterans in counties across the United States who are having a hard time connecting with benefits after serving their country. This new program was endorsed by the NACo Board at its meeting on July 23, 2022, in Adams County, Colorado.

Recommendation:

Adopt a Resolution in support of Operation Green Light for veterans from November 7, 2022, through November 13, 2022.

Fiscal Impact:

The cost of the project is approximately \$5,000 and is included in the Fiscal Year (FY) 2022-23 Adopted Budget in Budget Unit 111000 (Administration), Account Number 92063 (Special Dept).

BACKGROUND:

The proposed resolution reflects that the residents of Kings County have great respect, admiration, and the utmost gratitude for the men and women who have selflessly served the country and this community in the Armed Forces. It also encourages citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

The contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by all citizens. Veterans continue to serve their community through various Veterans Service Organizations, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability, and compensation benefits each 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 to the Board

By _____, Deputy.

Agenda Item

OPERATION GREEN LIGHT FOR VETERANS RESOLUTION

October 25, 2022

Page 2 of 2

Approximately 200,000 service members transition to civilian communities annually. An estimated 20 percent increase of service members will transition to civilian life in the near future. Studies indicate that 44 to 72 percent of service members experience high levels of stress during transition from military to civilian life. Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service.

NACo encourages all counties, parishes, and boroughs to recognize Operation Green Light for Veterans. Kings County appreciates the sacrifices of all United State Military Personnel and believes specific recognition should be granted. The County will be shining green lights to the following buildings or structures:

- Veterans Memorial Wall in the Kings County Government Center courtyard
- Flagpole in front of the Administration/Board of Supervisors building
- Human Resources and Assessor/Clerk-Recorder (facing Lacey Boulevard)
- Old Court building closest to the Government Center courtyard (facing Lacey Boulevard)

A press release will be issued by the County's Public Information Officer after adoption of the Resolution.

Staff recommends adopting the Resolution to salute and honor the service and sacrifice of veterans and the men and women in uniform transitioning from Active-Duty Service.

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 ADOPTING
A RESOLUTION SUPPORTING
OPERATION GREEN LIGHT FOR
VETERANS THROUGHOUT KINGS COUNTY/**

RESOLUTION NO. 22-XX

WHEREAS, the residents of Kings County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces;

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens;

WHEREAS, Kings County seeks to honor these individuals who have paid the highest price for freedom by placing themselves in harm's way for the good of all;

WHEREAS, Veterans continue to serve our community in various capacities including Veteran Service Organizations, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year;

WHEREAS, Approximately 200,000 service members transition to civilian communities annually with an estimated 20 percent increase of service members transitioning to civilian life in the near future;

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during their transition from military to civilian life and are at a high risk for suicide during their first year after military service;

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Kings County appreciates the sacrifices of its United States Military Personnel and desires to grant specific recognition for their service.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The County of Kings declares November 7, 2022, through November 13, 2022, Operation Green Light for Veterans in Kings County and designates it as a time to salute and honor the service and sacrifice of veterans and those men and women in uniform transitioning to civilian life from active-duty service.

2. In observance of Operation Green Light for Veterans, the County of Kings will illuminate with a green light select County buildings and structures to symbolically recognize and show support for local veterans and military personnel in transition to civilian life from active-duty service.

3. Kings County encourages its citizens to similarly recognize and honor veterans and their immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence as part of Operation Green Light for Veterans.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a special meeting held on the 25th day of October, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Joe Neves, Chairperson, Board of Supervisors
County of Kings

IN WITNESS WHEREOF, I have set my hand this 25th day of October, 2022.

Diane Badasci, Deputy Clerk of the Board of Supervisors
County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 25, 2022

SUBMITTED BY: Administration – Edward D. Hill/Melissa Scheffel

SUBJECT: CEMETERY DISTRICT AMERICAN RESCUE PLAN ACT PROGRAM

SUMMARY:

Overview:

On July 12, 2022, the Board approved \$500,000 in American Rescue Plan Act (ARPA) funding for Cemetery District Operational Relief. This project will provide relief funding to cemetery districts who have faced adverse impacts due to the pandemic. Initially it was developed with the notion that the county had five cemetery districts and that each district would receive \$100,000 in ARPA funding. As administration of this program began, it was discovered that the county only has three cemetery districts (Hanford, Lemoore, and Corcoran) who have cemeteries located within the county boundary. New funding allocations are being proposed and are recommended to be based on population totals for the cities in which the districts have cemeteries.

Recommendation:

Approve the revised cemetery district American Rescue Plan Act funding project.

Fiscal Impact:

There is no additional fiscal impact to the ARPA allocation that the Board previously approved. The new funding allocations are proposed as follows: Corcoran Cemetery District \$100,000, Hanford Cemetery District \$260,000, and Lemoore Cemetery District \$140,000.

BACKGROUND:

The purpose of the project is to address the respective increased costs and operational challenges secondary to COVID-19 pandemic within the county. The county has three cemetery districts (Hanford, Lemoore, and Corcoran) who have cemeteries located within the county boundary. Funding is proposed to be based on population totals for the cities in which the districts have cemeteries. Funds used for this project cannot

(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

CEMETERY DISTRICT AMERICAN RESCUE PLAN ACT PROGRAM

October 25, 2022

Page 2 of 2

supplant funding and projects available from other sources. Since the emergency of the COVID-19 pandemic, there have been a total of 426 deaths attributed to the virus in Kings County. As a result, services provided in these cases have increased, causing a strain on the existing cemetery districts. These strains have been realized in increased workloads, equipment maintenance, staffing shortages and other operational processes. Additionally, the current logistical challenges and increase in operational expenses secondary to the aftermath of the pandemic has created financial strains on these districts. This project falls within the "Public Health and Economic Impacts" allowable use under the ARPA final rules. The population per cemetery district is Corcoran 22,047, Hanford 58,299, and Lemoore 31,332. The funds are then proposed to be allocated based on the percentage of population for each district. Corcoran (19.74%) should receive \$98,708, Hanford (52.20%) should receive \$261,014 and Lemoore (28.06%) should receive \$140,278. The final allocation for each cemetery district, rounded to the nearest ten thousand is as follows: Corcoran \$100,000, Hanford \$260,000, and Lemoore \$140,000.

The inventory of district cemeteries in the county's boundary is outlined below:

Corcoran Cemetery District

- Corcoran Cemetery – 4170 Waukena Ave. Corcoran, CA

Hanford Cemetery District

- Hanford Cemetery – 10500 S. 10th Ave. Hanford, CA
- Calvary Cemetery – 11680 S. 10th Ave. Hanford, CA
- Kings River Cemetery – 10499 Dover Ave. Hanford, CA
- Lakeside Cemetery – 8699 Kent Ave. Hanford, CA

Lemoore Cemetery District

- Grangeville Cemetery – 10428 14th Ave. Armona, CA
- Lemoore Cemetery – 1441 N. Lemoore Ave. Lemoore, CA
- Sunflower Fields Cemetery – 9660 18th Ave. Lemoore, CA
- Taylor Cemetery (on private property – no longer accepting burials)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 25, 2022

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Heather Silva
SUBJECT: RESOLUTION RECOGNIZING OCTOBER 2022 AS BREAST CANCER
AWARENESS MONTH IN KINGS COUNTY

SUMMARY:

Overview:

October is Breast Cancer Awareness month, a campaign that educates people about the importance of early detection for breast cancer. Each year in the United States, more than 341,000 women and men get breast cancer and 43,250 die from the disease.

Recommendation:

Adopt a resolution proclaiming October 2022 as Breast Cancer Awareness Month in Kings County.

Fiscal Impact:

There is no county cost associated with this action.

BACKGROUND:

Currently there is not sufficient knowledge on the causes of breast cancer, therefore, early detection of the disease remains the cornerstone of breast cancer control. When breast cancer is detected early, and if adequate diagnosis and treatment are available, there is a good chance that breast cancer can be deterred. Researchers, scientists, numerous organizations, and breast cancer survivors are dedicated to discovering the cure for breast cancer and, during the month of October, the County looks to acknowledge the extraordinary commitment and effort invested in this cause and support those who are working towards a cure.

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.

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

IN THE MATTER OF PROCLAIMING
THE MONTH OF OCTOBER AS BREAST
CANCER AWARENESS MONTH _____ /

RESOLUTION NO. 22-

WHEREAS, the County of Kings (“County”) recognizes joining communities throughout the nation in proclaiming October 2022 as Breast Cancer Awareness Month;

WHEREAS, breast cancer is the second most diagnosed form of cancer for women in the United States, and is expected to be detected in 339,250 American Women in 2022;

WHEREAS, death rates from breast cancer have been declining, and this change is believed to be the result of earlier detection and improved treatment;

WHEREAS, mammography, an "x-ray of the breast;" is recognized as the single most effective method of detecting changes in breast tissue that may be cancer long before physical symptoms can be seen or felt;

WHEREAS, researchers, scientists, numerous organizations, and breast cancer survivors are dedicated to discovering the cure for breast cancer and, during the month of October, we acknowledge the extraordinary commitment and effort invested in this cause and support those who are working towards a cure; and

WHEREAS, we recognize the breast cancer survivors among us and honor their faith and courage. Over three and a half million American breast cancer survivors today give us hope of a better future for those affected by breast cancer.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Kings as follows:

1. The County of Kings hereby proclaims October 2022 as Breast Cancer Awareness Month in Kings County and encourages all employees and residents to raise awareness by wearing pink in October.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 25th day of October, 2022, by the following vote:

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

By: _____
Joe Neves, Chairperson of the
Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 25th day of October, 2022.

By: _____
Catherine Venturella,
Clerk of the 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 October 25, 2022

SUBMITTED BY: Department of Public Health –Rose Mary Rahn

SUBJECT: COMMUNICABLE DISEASE UPDATE: NOVEL CORONAVIRUS 2019;
MONKEYPOX; WEST NILE VIRUS

SUMMARY:

Overview:

The Department of Public Health will update the Board on the status of public health issues affecting the county including COVID-19, Monkeypox and West Nile Virus. The department will additionally request the Board reconsider the frequency of such updates.

Recommendation:

- a. Consider reducing the frequency of Board of Supervisor Public Health updates regarding COVID-19 and other communicable disease within the county;
- b. Take other action as deemed necessary.

Fiscal Impact:

The County is tracking costs and revenue losses related to the emergency.

BACKGROUND:

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 Kings County.

COVID-19 was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for

(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

COMMUNICABLE DISEASE UPDATE: NOVEL CORONAVIRUS 2019; MONKEYPOX; WEST NILE VIRUS

October 25, 2022

Page 2 of 2

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 fourteen days after exposure. Currently, there are vaccines and antiviral treatment for COVID-19.

On August 1, 2022, the Governor of California proclaimed a state of emergency related to the Monkeypox (MPX) outbreak, in order to bolster the state's vaccination response. The President of the United States declared a national emergency in recognition of the continued rapid transmission of MPX. MPX cases statewide have reduced, and vaccinations are being offered to high-risk individuals and close contacts of cases.

Since June 2022, Kings County has also experienced an increase in West Nile Virus.

As of October 2022, the cases of COVID-19 and MPX in Kings County continue to decrease steadily, which has allowed the Kings County Department of Public Health to focus on other Public Health services necessary in the county and ensure that information is available for community members on www.kcdph.com.

County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19, MPX and West Nile Virus. Per Board determination on July 12, 2022, the Board's regularly scheduled COVID-19 update which is now expanded to a communicable disease update was adjusted to be placed on calendar every two weeks.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 25, 2022

SUBMITTED BY: Information Technology Department – John Devlin

SUBJECT: BROADBAND GRANT OPPORTUNITY

SUMMARY:

Overview:

In 2021, the Senate passed Senate Bill (SB) 156 which allocates \$6 billion towards expanding broadband infrastructure and access in California. Information Technology will provide information on various funding areas for Board consideration.

Recommendation:

- a. Receive information on Senate Bill 156 and the potential impact for Kings County;
- b. Direct staff to take actions as deemed necessary for the implementation of Senate Bill 156;
- c. Approve a Letter of Support for any project or action necessary for implementation;
- d. Authorize the Chief Information Officer to sign any paperwork required to implement any Board-approved Senate Bill 156 project pending County Counsel approval.

Fiscal Impact:

There is no fiscal impact to Kings County. The \$6 billion grant will remain at the California Public Utilities Commission (CPUC) and be reimbursed to agencies with approved projects when deliverables are given to the CPUC.

BACKGROUND:

California Senate Bill 156 (SB 156) allocates money for Broadband Infrastructure and Access throughout the state. There are three areas of funding: Middle-Mile Infrastructure, Last Mile Infrastructure, and Broadband Planning & Design. The department will outline what each funding pool is meant to resolve and also show where this need exists within Kings County. The department is seeking the Board's approval to apply for the grant of up to \$500,000 for the Broadband Planning & Design option.

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.



KINGS COUNTY BROADBAND

Ready for the Future



Phases of Funding

- Middle Mile Grants
- Last Mile Grants
- Broadband Planning & Design Grants



Middle Mile Grants

- This is to fund locations without fiber optic cable to serve cities and towns
- This is not meant to bring fiber or Internet service to individual homes or businesses
- There is only 1 town without fiber capability, Kettleman City



Last Mile Grants

- This is meant to bring connectivity to individual homes and businesses
- This phase has yet to start as the Middle Mile is still being installed



Broadband Planning & Design Grants

- Kings County is starting the application for a Broadband Design & Planning Grant from the State
- There was \$50,000,000 set aside for the whole State for Cities, Counties and Tribal Areas



Listing of Population Designation Areas and Internet Speeds Available

- 93202 Armona up to 1.2Gbps from Comcast
- 93204 Avenal up to 1.0 Gbps from Charter
- 93212 Corcoran up to 1.2 Gbps from Comcast
- 93230 Hanford up to 1.2 Gbps from Comcast
- 93245 Lemoore up to 1.2 Gbps from Comcast
- 93239 Kettleman City only 35 Mbps from ViaSat - NO FIBER
- 93266 Stratford up to 1.2 Gbps from Comcast
- Tachi Casino up to 1.2 Gbps from Comcast
- Tachi Residents only 35 Mbps from ViaSat - Fiber at Casino

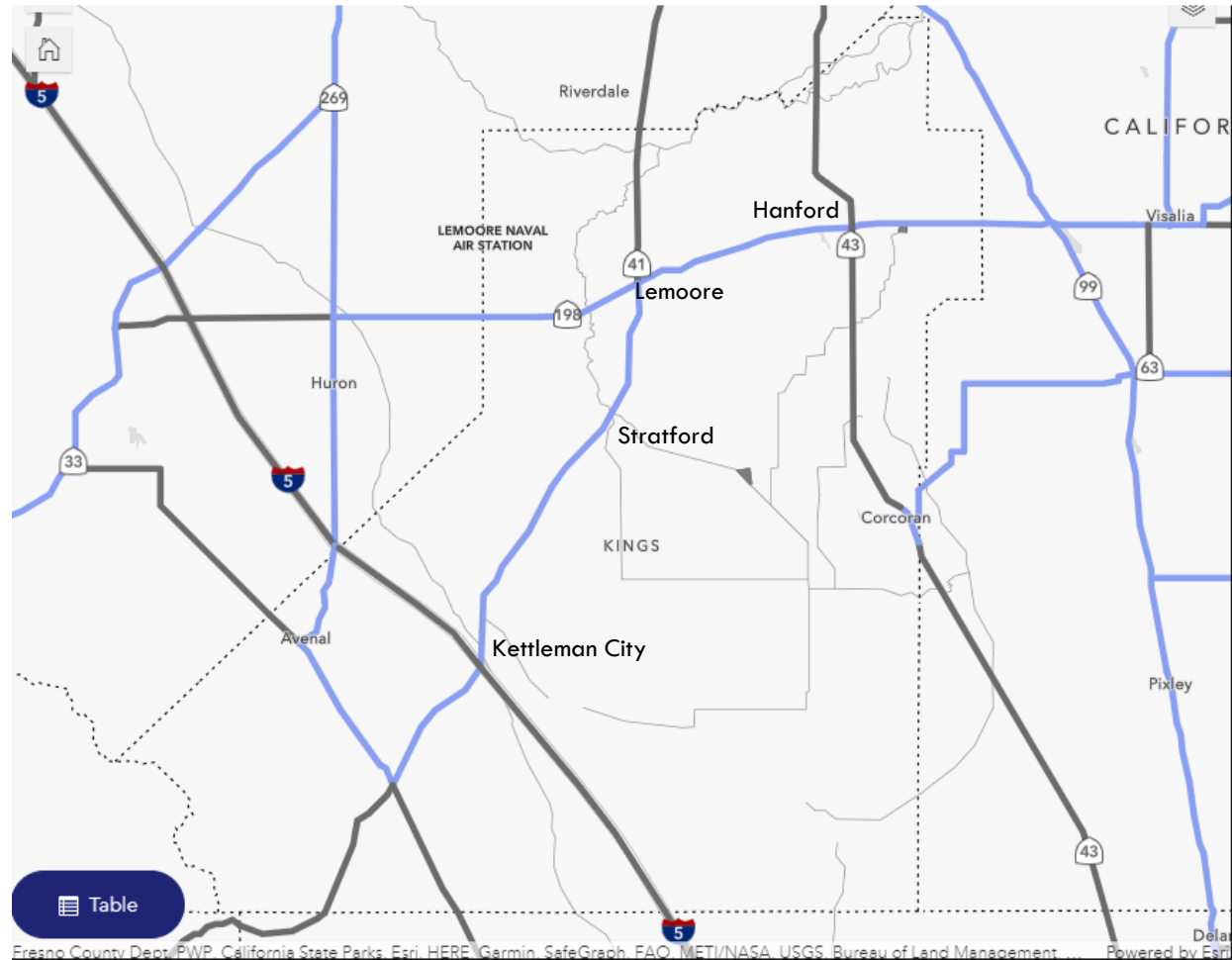


Kettleman City

- The only place without fiber connectivity in Kings County is Kettleman City
- The State is running fiber to Kettleman City
- This was included in the State's May 2021 Revised Budget
- As such Kings County did not need to apply for a Middle Mile Grant
- Coincidentally fiber will also go to Avenal, Corcoran and along the 198 Freeway and from the 198 down to the 33 then up to Avenal along 269 to run back up through Huron and back across the 198 for a fiber loop



May Revise Fiber in Blue, Dark Gray not included





Last Mile Projects

- Kettleman City will need last mile money to bring connectivity to homes and businesses
- Tachi Residents will also need last mile money
- There may also be specific areas within cities and towns that also need last mile
- This is where the Planning & Design Grant comes into play



Affordable Connectivity Option for Kings County Residents

- Eligible households can receive up to \$30 off their Internet bill, up to \$75 for tribal area residents
- You are likely eligible if your household's income is below 200% of the Federal Poverty Line, or if you or someone you live with currently receives a government benefit like SNAP, Medicaid, SSI, WIC, Pell Grant, or Free/Reduced-Price Lunch.
- There is also a one-time discount of up to \$100 for a laptop, tablet, or desktop computer
- Find out more here: <https://www.affordableconnectivity.gov/>
or visit your Internet Providers website and look for Affordable Connectivity



Questions?



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 25, 2022

SUBMITTED BY: Human Services Agency- Wendy Osikafo/Esam Abed

SUBJECT: RESOLUTION APPROVING THE HUMAN SERVICES AGENCY'S APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION INCLUDING THE ENTITLEMENT AND NON-ENTITLEMENT LOCAL GOVERNMENT FORMULA COMPONENTS

SUMMARY:

Overview:

The Human Services Agency (HSA) is seeking approval to apply for the Permanent Local Housing Allocation (PLHA) offered by the California Department of Housing and Community Development (HCD). This funding allocation is available to local California cities and counties to implement plans to increase local affordable housing stock.

Recommendation:

- a. Conduct a public hearing to receive comment on the Plan that outlines how Permanent Local Housing Allocation funds will be used;
- b. Adopt a Resolution authorizing the Kings County Human Services Agency to apply for the Permanent Local Housing Allocation program with the California Department of Housing and Community Development.

Fiscal Impact:

This funding does not have a match requirement. Sufficient appropriations and revenue in the amount of \$717,853 are included in HSA's Fiscal Year 2022-23 Adopted Budget (Budget Unit 510000) for the award of this allocation in case HSA was approved to apply. A Notice of Funding Availability was released by the HCD on August 17, 2022, designating approximately \$335 million in funding for calendar year 2021. This is in addition to \$131 million in remaining funds available from calendar year 2019 and 2020 for the PLHA formula allocation program. Once HSA applies, the department will have

(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 APPROVING THE HUMAN SERVICES AGENCY'S APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION INCLUDING THE ENTITLEMENT AND NON-ENTITLEMENT LOCAL GOVERNMENT FORMULA COMPONENTS

October 25, 2022

Page 2 of 3

access to a fixed allocation of \$980,995 which is accessible over a five-year period. Currently, HSA is only able to access \$717,853 through the PLHA resolution and application process which includes funding from 2019, 2020 and 2021. The remaining balance of \$263,142 will become available in 2024 and 2025, but HCD has not released a specific date.

BACKGROUND:

In 2017, Governor Brown signed a multiple bill housing package including the Building Homes and Jobs Act (Senate Bill "SB" 2, 2017), which established a \$75 recording fee on real estate documents to help generate funds under the PLHA Program, to be used to increase affordable homes in California.

PLHA funding is specifically designed to help cities and counties:

- Increase the supply of housing for households at or below 60% of area median income (AMI)
- Increase assistance to affordable owner-occupied workforce housing
- Assist persons experiencing or at risk of homelessness
- Facilitate housing affordability, particularly for lower- and moderate-income households
- Promote projects and programs to meet the local government's unmet share of regional housing needs allocation
- Ensure geographic equity in the distribution of the funds

HSA has a fixed allocation of \$980,995, which is accessible over a five-year period. Currently, HSA can access \$717,853 through the PLHA resolution and application process which includes funding from 2019, 2020 and 2021. HSA is recommending that the PLHA funds be used to close the funding gap to allow for the completion of the conversion of the Stardust Motel to the Sunrise Apartments as part of the Homekey Project started in December 2020, to increase affordable housing stock in Kings County. The Homekey Project is a partnership with the Kings Tulare Homeless Alliance (KTHA) to convert the Stardust Motel into a 22-unit permanent housing/studio apartment project for persons experiencing homelessness, or who are at risk of homelessness.

Phase I of the conversion has been completed. This included acquisition of the Stardust Motel and two empty adjacent lots, Americans with Disabilities Act (ADA) compliant remodels for three units, ADA compliance for one staircase, outside paint, removal of rock wall, repairs and purchases of air conditioning units and other materials, and architectural design for the full project. Also, three additional rooms were remodeled (no kitchen installations) along with a stair replacement, window screen replacement, outside lighting, and the addition of a Sunrise Apartments sign.

Phase II of the conversion will begin once sufficient funds are obtained. It is estimated that approximately \$3.7 to \$4.2 million is needed to complete the project. KTHA and HSA have secured the majority of the needed revenue but there remains approximately a \$700,000 gap. Phase II includes full remodel of the remaining 16 units, electrical and sprinkler upgrades for all units, kitchen installs in all units, conversion of the on-site manager's unit, and the expansion of the parking lot to comply with City and County guidelines.

This project will increase the availability of affordable and sustainable housing in Kings County and will connect residents with supportive services that will enhance self-reliance. Once the conversion project is

Agenda Item

RESOLUTION APPROVING THE HUMAN SERVICES AGENCY'S APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION INCLUDING THE ENTITLEMENT AND NON-ENTITLEMENT LOCAL GOVERNMENT FORMULA COMPONENTS

October 25, 2022

Page 3 of 3

complete, any remaining grant balance, including the \$263,142 that is allocated to Kings County but not yet available, would/could be utilized as a two-year operational subsidy or to increase the availability of additional low-income permanent housing units in Kings County.

The resolution is a required component of the application process. Signature authority of the Director of Human Services is included in the Resolution, as required by HCD, to ensure ongoing obligations such as contacts forms, grantee expenditure, and program reports. In addition, approval of this resolution is for the full five-year period and thus the full amount potentially available to Kings County which will avoid the need for annual amendments as the remaining \$263,142 becomes available.

The draft PLHA Application (Exhibit A), draft Plan (Exhibit B), and Notice of Public Hearing was published for public review on the HSA website and copies were made available at HSA on October 11, 2022. The Notice of Public Hearing was also published in the Hanford Sentinel on October 14, 2022. On October 25, 2022, a public hearing will be conducted regarding the PLHA Application and Plan, giving the public adequate time to review and comment on the Plan and Application prior to the public hearing and resolution adoption.

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

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

October 25, 2022

RESOLUTION AUTHORIZING THE
APPLICATION AND ADOPTING THE
PERMANENT LOCAL HOUSING
ALLOCATION PROGRAM

Resolution No. _____

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) is authorized to provide up to \$335 million under the SB 2 Permanent Local Housing Allocation Program Competitive Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).

WHEREAS the Department issued a Notice of Funding Availability (“NOFA”) dated August 17, 2022, under the Permanent Local Housing Allocation (“PLHA”) Program Competitive Component.

WHEREAS the County of Kings is an eligible Local government who has applied for program funds to administer one (1) or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW, THEREFORE, BE IT RESOLVED that:

1. If the County of Kings receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts the County of Kings may have with the Department.

2. The County of Kings is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA, in accordance with all applicable rules and laws.

3. The County of Kings hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules, and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the County of Kings and the Department.

4. Pursuant to Section 302(c)(4) of the Guidelines, the County of Kings' PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and the County of Kings hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

5. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

6. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

7. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

8. The Director of the Human Services Agency is authorized to execute the PLHA Competitive Component Program Application, the PLHA Competitive Component Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents related to the Program or the PLHA Competitive Component grant awarded to Applicant, as the Department may deem appropriate.

The foregoing resolution was adopted upon motion by Supervisor _____ seconded by Supervisor _____, at a regular meeting held October 25, 2022, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

The undersigned, Officer of Clerk of the Board of Supervisors does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted at a meeting of the Kings County Board of Supervisors, which was duly convened and held on October 25, 2022, and that said document has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as

of the date hereof.

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

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2022.

Clerk of said Board of Supervisors

Exhibit A

Permanent Local Housing Allocation (PLHA) Formula Allocation

2022 Application for New Applicants



**State of California
Governor, Gavin Newsom**

**Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
PLHA Program Email: PLHA@hcd.ca.gov

**Final Filing Date: October 31, 2022
at 4:00 P.M. PST**

Local Government Formula Allocation for New Applicants

Rev. 2/16/22

Eligible Applicant Type: Nonentitlement.	
Local Government Recipient of PLHA Formula Allocation: Kings County	
2020 PLHA NOFA Formula Allocation Amount:	\$163,499
2021 PLHA NOFA Formula Allocation Amount:	\$249,965
2022 PLHA NOFA Formula Allocation Amount:	\$304,389
2020 NOFA Allowable Local Admin (5%):	\$8,175
2021 NOFA Allowable Local Admin (5%):	\$12,498
2022 NOFA Allowable Local Admin (5%):	\$15,219

Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.

The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.

If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.

For each year (2019-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.

Eligible Applicants §300

§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.

Applicant: Kings County Human Services Agency	
Address: 1400 W Lacey Blvd., Bldg 8	
City: Hanford	State: CA
Zip: 93230	County: Kings
Auth Rep Name: Sheila Grant-Shaffer	Title: Program Specialist
Auth Rep. Email: sheila.grant-shaffer@co.kings.ca.us	Phone: (559) 852-4632
Address: 1400 W Lacey Blvd., Bldg 8	City: Hanford
State: CA	Zip Code: 93230
Contact Name: Sheila Grant-Shaffer	Title: Program Specialist
Contact Email: sheila.grant-shaffer@co.kings.ca.us	Contact Phone: (559) 852-4632
Address: 1400 W Lacey Blvd., Bldg 8	City: Hanford
State: CA	Zip Code: 93245

§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds? No

§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)? A sample agreement can be found by double clicking on the icon to the right

File Name: Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Yes	Uploaded to HCD?	Yes
File Name: App1 TIN			Uploaded to HCD?	Yes
File Name: Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column A)		Uploaded to HCD?	N/A

Eligible Activities, §301

§301(a) Eligible activities are limited to the following:	Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.	<input checked="" type="checkbox"/> YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	<input type="checkbox"/> YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	<input type="checkbox"/> YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	<input type="checkbox"/> YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	<input type="checkbox"/> YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	<input type="checkbox"/> YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	<input type="checkbox"/> YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	<input type="checkbox"/> YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	<input type="checkbox"/> YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	<input type="checkbox"/> YES

Threshold Requirements, §302

§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.	
§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.	
§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.	
§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.	
§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?	
§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.	
§302(c)(5) Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.	
§302(c)(6) Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.	
§302(c)(7) Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.	
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section 301?	
File Name: Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301. Narrative uploaded to HCD?

Administration				
Applicant agrees to adhere to §500 , Accounting Records.				
Applicant agrees to adhere to §501 , Audits/Monitoring of Project Files.				
Applicant agrees to adhere to §502 , Cancellation/Termination.				
Applicant agrees to adhere to §503 , Reporting.				
Certifications				
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.				
Authorized Representative Printed Name	Title	Signature	Date	

Exhibit B

§302(c)(4) Plan

Rev. 2/16/22

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

Kings County HSA would utilize the PLHA funds to enter Phase II of the conversion of the Stardust Hotel to the Sunrise Apartments as part of the Homekey Project started in December 2020 to increase affordable housing stock in Kings County. The Homekey Project is a partnership with the Kings Tulare Homeless Alliance to convert the Stardust motel into a 22-unit, permanent housing/studio apartments for persons experiencing homelessness, or who are at risk of homelessness. PLHA funding is needed in addition to the funds already secured by KTHA and HSA to allow for the complete conversion of the 22 units, the on-site manager's unit and the expansion of the parking lot to comply with City and County guidelines. This project will increase the availability of affordable and sustainable housing in Kings County and will connect residents with supportive services that will enhance self-reliance. Once conversion project is complete, any remaining grant balance would be utilized as a 2 year operational subsidy or to increase the availability of low income permanent housing in Kings County.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

County has applied and received two HomeKey projects. Those projects will provide 58 doors for housing opportunities that will serve households below 60% AMI. Low-income housing is one of Kings County Homelessness Collaborative's top priorities. The purpose of the Collaborative is to advise and assist the County efforts to address homelessness issues affecting the community, and report to the Kings County Board of Supervisors on a periodic basis. Members include a representative of the County Board of Supervisors, Director of Behavioral Health, Director of Public Health, Director of Human Services, Representatives of the Sheriff's office, local COC (KTHA), Kings Area Rural Transit, City of Hanford, Joint Rep Avenal, Corcoran and Lomere, County Office of Ed, Adventist Hospital, Housing Authority, Lived experience representative, local business representative, and other partners.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

Providing funding for the creation of new affordable housing units is one of the highest priorities in the County's Housing Element which was adopted by the Kings County Board of Supervisors on January 26, 2016. In particular, Housing Element 3.11. The City promotes affordable housing through various programs - home ownership assistance, rehabilitation assistance, new construction/infill, and grant application programs. The City currently receives CDBG and HOME funds for much of its program activities. Affordable housing is being developed under existing zoning and development standards. To continue supporting affordable housing production, the City will undertake the following actions. Housing Element 3.6. Density Bonus Program In accordance with state law, Hanford adopted a local density bonus ordinance in 2008 that is in conformance with state law. The City will continue to implement this program to encourage and facilitate development of affordable housing through the provision of density bonuses or other incentives for qualifying projects. Housing Element 3.9. Section 8 Rental Assistance Program Administered by the Kings County Housing Authority, Hanford will continue to participate in the Section 8 rental assistance program. The Section 8 rental assistance program extends rental subsidies to extremely-low- and very-low-income households equal to the difference between 30% of the monthly income and the allowable rent determined by the program.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

The proposed Project includes renovating the existing Stardust Motel and changing the use from a traditional lodging hotel to provide permanent housing for low-income residents. The Project is being implemented in two phases. Phase I is complete, which included acquisition of the hotel and adjacent lots for parking, minor remodeling for accessibility, life safety and minor exterior improvements. In addition to the ADA modifications, those units also received prep work for the eventual addition of ADA kitchens along with new flooring, paint and furniture. In addition, smoke detectors and GFI outlets were installed; mold and dry rot were remediated, along with window and door repairs. PLHA funds will be utilized for Phase II to finish the conversion of all 22 units which will include upgrades to restrooms, kitchenettes, new AC units, electrical system updates, and manager office remodeling and further exterior improvements, and expansion of the parking lot to meet City and County guidelines. Once complete 22 units will be available for permanent affordable housing units to individuals experiencing homelessness and are at or below 60% AMI. This project has an approved length of five years for completion however, we anticipate

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020	2021	2022												
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	95.0%	95.0%	95.0%												
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%												TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for years 2019, 2020, 2021 only	0	0	0												0
§302(c)(4)(E)(ii) Projected Number of Households Served	0	0	0												0
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity (55 years required for rental housing projects)	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Sunrise Apartments is currently moving into phase II of construction to finish the project by 2023. Funding for construction and operation subsidies has been obtained from the city of Hanford, managed care CalAIM HHIP funds, funds from our Local CoC and other sources. The development team received all necessary permits for Phase I, Phase 1.2 and completed those phases. Additionally, the development team completed the Site Plan Review process in anticipation of work to be completed in Phase II. In preparation for the final conversion of units to permanent housing (Phase II), the development team has begun seeking the additional building permits as required by the local municipality. There is no requirement for additional land use approvals or entitlements prior to the issuance of any additional building permits. We have completed Phase I. Phase 1 includes minor remodeling for accessibility, life safety and minor exterior improvements. In addition to the ADA modifications, those units also received prep work for the eventual addition of ADA