

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, December 20, 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=m3acdc14c9aa6c30f3a324ea247c57aec>

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/gHhdwdLMo8I>

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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. UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.

III. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for December 13, 2022.
- B. Approval of the minutes from the regular meeting for December 13, 2022.

IV. CONSENT CALENDAR

A. Behavioral Health Department:

- 1. Consider authorizing the advanced step hire for Christi Lupkes as a Deputy Director at Salary Range 246.0, Step 5.

B. Public Health Department:

- 1. Consider approving second amendment extension with Elitecare Medical Staffing, Inc. to provide licensed nursing staff to the Kings County Department of Public Health during this Novel Coronavirus pandemic.
- 2. Consider approving an Agreement between the County of Kings and United Health Centers Central Valley Women, Infants, and Children Dietetic Internship to allow for dietetic interns to obtain practical learning experience.

C. Public Works Department:

- 1. Consider accepting the dedication for In-Lieu Parcel Map 21-01 (Nicholas A. Soares and Julia M. Soares) into the County Maintained Mileage.

D. Administration:

- 1. Consider adopting a Resolution continuing to declare a local emergency due to drought conditions in Kings County.
- 2. Consider approving twenty-one reappointments and two new appointments to multiple boards.

V. REGULAR AGENDA ITEMS

A. Department of Finance – James Erb

- 1. a. Consider approving the “Request to Sell Tax-Defaulted Property Subject to the Power of Sale” at a public internet auction and the “Authorization and Report of Sales,” which lists the properties;
- b. Authorize the Assistant Finance Director to reduce the minimum bid price if no bids are received during the initial auction;
- c. Approve the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with notification to parties of interest.

B. Public Works Department – Dominic Tyburski/Mitchel Cabrera

- 1. Consider adopting the Resolution of Summary Vacation ordering the abandonment of an 18 Foot Access Easement across Parcel 2 of Book 18 Page 9 of Parcel Maps and being within Section 36, Township 17 South, Range 21 East. MDB&M in the County of Kings, California.
- 2. Consider rejecting all previous bids submitted for the Central Services – Generator Replacement project.

C. Sheriff’s Office – David Robinson/Dave Putnam

- 1. a. Consider adopting a Resolution authorizing the participation in the Boating Safety and Enforcement Financial Aid Program;
- b. Authorize the Sheriff to sign the application for participation.
- 2. Consider approving Amendment No. 1 to the Agreement with Praeses, LLC. retroactively effective from September 1, 2022 through December 1, 2024.



- D. Administration – Edward Hill/Kyria Martinez/Domingo Cruz/Melissa Scheffel**
 - 1. Consider approving the first Amendment with Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County through December 31, 2026.
 - 2.
 - a. Consider approving an Agreement with Willdan Financial Services to provide the County with the required development and building facilities impact fee study;
 - b. Adopt the budget change. **(4/5 vote required)**
 - 3. Consider authorizing the County Administrative Officer to sign the Agreement with the Kings County Commission on Aging for American Rescue Plan Act funding.

- E. Public Health Department – Rose Mary Rahn/Everardo Legaspi**
 - 1.
 - a. Consider approving the comprehensive Agreement with the California Department of Public Health for the Public Health Emergency Preparedness, Hospital Preparedness and General Fund Pandemic Influenza grants retroactively effective from July 1, 2022 through June 30, 2027;
 - b. Adopt the budget change. **(4/5 vote required)**
 - 2. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII. CLOSED SESSION

- ◆ Significant exposure to litigation: (1 Case) Kings County groundwater export ordinance [Govt. Code Section 54956.9 (d)(2)(e)(2)]
- ◆ Personnel Matter: [Govt Code Section 54957]
Public Employee Appointment: Director of Finance

VIII. ADJOURNMENT

The December 27, 2022 meeting is canceled due to Holiday closure.
 The next regularly scheduled meeting will be held Tuesday, January 3, 2023 at 9:00 AM.

IX. 12:00 PM OATHS OF OFFICE

Presiding Judge of Kings County Superior Court will administer oaths of office to re-elected Kings County Supervisors: District 1- Joe Neves and District 3- Doug Verboon, Kings County Supervisor Elect - District 4- Rusty Robinson, re-elected Kings County Assessor/Clerk/Recorder – Kristine Lee .

FUTURE MEETINGS AND EVENTS		
December 27	---	Regular Meeting Canceled due to Holiday closure
January 3, 2023	9:00 AM	Regular Meeting – Board Reorganization
January 10	9:00 AM	Regular Meeting
January 11, 12, 13	9:00 AM	Board of Equalization – Leprino Foods ReHearing
<p><i>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.</i></p>		

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, December 13, 2022
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ website: <https://www.countyofkings.com>

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Andrew Cromwell – 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.

Catherine Venturella, Clerk of the Board stated that the Board received a statement by the Kings County Democrat Central Committee on Kings County Groundwater Export Ordinance electronically and hard copy and will be made part of the permanent record.

Rose Mary Rahn, Public Health Director introduced their new Program Manager, David Long to the Board of Supervisors.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for December 6, 2022.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at the December 6, 2022 meeting.

B. Approval of the minutes from the regular meeting for December 6, 2022.

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

IV. CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider adopting a Resolution authorizing the Director of Behavioral Health to sign the Grant Agreement with the California Health Facilities Finance Authority for the investment in mental health wellness grant program for children and youth. **[RESO 22-079]**

B. Fire Department:

1. a. Consider approving the Fire Department to accept the 2022 Emergency Management Performance Grant;
- b. Adopt a Resolution designating the Fire Chief, or the County Administrative Officer, or the Assistant County Administrative Officer to execute all grant documents. **[RESO 22-080]**
2. a. Consider approving the Fire Department to accept the 2022 Homeland Security Program;
- b. Adopt a Resolution designating the Fire Chief, or the County Administrative Officer, or the Assistant County Administrative Officer to execute all grant documents. **[RESO 22-081]**

C. Public Works Department:

1. Consider approving the Right of Entry Agreement with River Ranch Farms, LLC to access the site to perform the services specified in the Right of Entry Agreement. **[AGMT 22-213]**
The item was amended to change the termination date of the agreement to March 31, 2023.

D. Sheriff's Office:

1. a. Consider adopting a Resolution authorizing participation in the Alcohol Policing Partnership grant; **[RESO 22-082]**
- b. Authorize the Sheriff to sign the Grant Agreement; **[AGMT 22-214]**
- c. Adopt the budget change. **(4/5 vote required)**

E. Administration:

1. Consider approving the cancellation schedule for the Board of Supervisors' meetings for 2023.
2. Consider denying the Claim for Damages filed by Johnathan Harper.
3. a. Consider authorizing the County Administrative Officer to sign the Agreement with Koinonia Church for the mandatory requirement pass through for a non-governmental community based organization for services provided in the County jail effective December 13, 2022 through December January 31, 2023; **[AGMT 22-215]**
- b. Adopt the budget change. **(4/5 vote required)**

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



V.

REGULAR AGENDA ITEMS

A. Assessor/Clerk/Recorder – Kristine Lee

1. Consider adopting and waiving the second reading of an Ordinance adding Article IX of Chapter 22 of the Ordinance Code, pertaining to low-value assessments. **[ORD 708]**

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

B. Behavioral Health Department – Lisa Lewis/Christi Lupkes/Katie Arnst

1. Consider approving the Amended Agreement with Seng Leang Tang for Depression Reduction Achieving Wellness retroactively effective from July 1, 2022, through June 30, 2024. **[AGMT 20-031.1]**

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

2. a. Consider approving the Agreement with the Tulare County Superintendent of Schools to accept this funding to implement the Friday Night Live program, retroactively effective from July 1, 2022, through June 30, 2023;
- b. Authorize the Director of Behavioral Health to sign the Agreement with Tulare County Superintendent of Schools; **[AGMT 22-216]**
- c. Adopt the budget change. **(4/5 vote required)**

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

C. Public Health Department – Rose Mary Rahn/Heather Silva

1. a. Consider approving an Agreement with California Health Collaborative for COVID-19 Preventative Services; **[AGMT 22-217]**
- b. Adopt the budget change. **(4/5 vote required)**

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

D. Administration – Edward Hill/Kyria Martinez

1. Consider approving the first Amendment with Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County through December 31, 2023. **[AGMT 21-159.1]**

ACTION: THE BOARD BY CONSENSUS TABLED THE ITEM AND DIRECTED STAFF TO BRING THE ITEM BACK FOR A FOUR-YEAR CONTRACT ON A FUTURE AGENDA.

2. a. Consider receiving an update on the Kings County American Rescue Plan Act Small Business Assistance program;
- b. Direct staff on the Kings County American Rescue Plan Act Small Business Assistance program.

ACTION: THE BOARD TOOK NO ACTION AND THE PROGRAM TO RUN THROUGH FEBRUARY 1, 2023 TO ALLOW BUSINESS TO SUBMIT APPLICATIONS.

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 Verboon stated that he attended the Rural County Rural Caucus meeting where Kings County was unanimously voted in and stated that he attended the City County Coordinating meeting hosted by the City of Avenal.

Supervisor Valle stated that he would like to yield his time in memory of his uncle, Felix Delgadillo who passed away on November 25, 2022.



Supervisor Neves stated he attended the First 5 Children & Families Commission, attended the Kings County Area Public Transit Agency meeting and the South Fork Kings Groundwater Sustainability Act meeting.

- ◆ **Board Correspondence: Edward Hill stated that the only correspondence the Board received was the document announced by the Clerk of the Board this morning.**
- ◆ **Upcoming Events: Edward Hill stated that Naval Air Station Lemoore's Search and Rescue unit will be doing their Santa's Fly Over on the morning of Friday, December 16, 2022 to spread laughter and excitement to children around the Central Valley. The MH-60S helicopter will take off and fly over 26 schools in the Central Valley where Santa will wave to all the children below from the helicopter. The Kings County Department of Child Support Services is having its annual Slipper Sock Drive for senior citizens in Kings County, donations of any slipper socks with skid proof bottom, one size fits all can be dropped off at various locations including Child Support Services located at 317 W. 7th Street, Ste. 201 in Hanford. The deadline for donations is December 16, 2022. On Saturday, December 17, 2022 the Bethel Ballet Academy presents The Nutcracker at the Hanford Fox Theater, doors open at 4:30 p.m. curtain at 5:00 p.m. \$25 tickets available at the box office now! The Circus Royal Spectacular presents its Winter Wonderland Show on December 17-18, 2022 at the Avenal High School Auditorium located at 601 Mariposa Street in Avenal, at 7:00 p.m. tickets can be purchased at the Avenal City Hall or by calling 559-836-3457. The Rockin' Rudolph Run will take place in Hanford at 400 N. Douty Street on December 18, 2022 at 8:00 a.m. come experience the 2-mile run/walk, costume contest event. proceeds support Hanford's Police Activities League. The Kids Fun Run tickets are \$15 and the 2-mile run/walk tickets are \$35. The first New Year's Eve Masquerade Ball will take place on December 31, 2022 at 8:00 p.m. at the Civic Auditorium. the evening will include hors d'oeuvres, champagne toast at midnight, the magic of Elder, and live music by the Valley Cats. Tickets are \$100.**
- ◆ **Information on Future Agenda Items: Edward Hill stated the following items would be on a future agenda: Administration - Resolution continuing to declare a local emergency due to drought conditions in Kings County, Appointments and Reappointments to multiple boards, Kings County Commission on Aging Senior Nutrition Program and Professional services Agreement for development and building facilities impact fee justification study; Department of Finance – Sale of tax defaulted properties at public auction; Job Training Office – Request for authorization to enter into a contract with the County of Stanislaus to implement the Regional Equity and Recovery Partnerships (RERP) Grant in Kings County. Public Health Department - Agreement with Elite Medical Staffing, Inc. Internship affiliation Agreement with United Health Centers, Novel Coronavirus 2019 update and Public Health Emergency Preparedness, Hospital Preparedness and Pandemic Influenza Grants; Public Works Department - Summary Vacation of a portion of an 18 foot access easement, Central Services Project - reject bids and In-lieu Parcel Map 21-01 dedication; Sheriff's Office - Resolution with the California Department of Parks and Recreation and First Amendment to the Agreement with Praeses, LLC.**

VII.

CLOSED SESSION

- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(5)]**



VIII. ADJOURNMENT

The next regularly scheduled meeting will be held Tuesday, December 20, 2022 at 9:00 AM.

FUTURE MEETINGS AND EVENTS

December 20	9:00 AM	Regular Meeting
December 20	12:00 PM	Swearing-In Ceremony
December 27	---	Regular Meeting Canceled due to Holiday closure
January 3, 2023	9:00 AM	Regular Meeting – Board Reorganization

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 December 20, 2022

SUBMITTED BY: Behavioral Health Department – Lisa Lewis

SUBJECT: ADVANCED STEP HIRE FOR DEPUTY DIRECTOR POSITION

SUMMARY:

Overview:

Kings County Behavioral Health is requesting to hire Christi Lupkes as a Deputy Director for the Kings County Behavioral Health Department at Salary Range 249, Step 5. Board approval is required to hire at this level as stated in Personnel Rules #13051.

Recommendation:

Authorize the advanced step hire for Christi Lupkes as a Deputy Director at Salary Range 246.0, Step 5.

Fiscal Impact:

This position allocation was included in the Department’s Fiscal Year 2022-2023 Adopted Budget in Budget Unit 422500, Administration.

BACKGROUND:

Christi Lupkes is a highly experienced mental health administrator who has worked in outpatient mental health administration spanning two counties for sixteen years. She holds a bachelor’s degree in Sociology and a master’s degree in Industrial and Organizational Psychology and has worked as a Managed Care Division Manager reporting directly to the Behavioral Health Director in Tulare County for four of the sixteen years. When the director retired, she came to work in Kings County, her home county, to set up the department’s first Quality Assurance program and oversee the development of Managed Care initiatives and requirements in Kings County. She is recognized statewide as an expert in this area and has been largely responsible for the success KCBH has enjoyed in system development and state audits.

The Deputy Director of Administrative Services currently oversees: Fiscal, Quality Assurance, Mental Health Services Act (MHSA), and Contracts divisions at KCBH. Three of these represent programs which Christi has

(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

ADVANCED STEP HIRE FOR DEPUTY DIRECTOR POSITION

December 20, 2022

Page 2 of 2

overseen at the executive level in Tulare County. Additionally, she is being assigned new responsibilities including development of new programs and initiatives. Some of the new programs and initiatives include mobile crisis services, the California Advancing and Innovating Medi-Cal (CalAIM) implementation, oversight of all new Requests for Proposals (RFPs) that the Department will be releasing in conjunction with Purchasing, and the development stage of all new grant proposals and grant funded programs. This expands the earlier role of Deputy Director of Administrative Services to include new Managed Care duties which are growing each year.

An advanced step hire at Step 5 is requested based upon the knowledge, skills, and experience that Christi brings to the position. Human Resources and Administration have reviewed this request and support the appointment at the fifth step.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Department of Public Health- Rose Mary Rahn/Heather Silva/Everardo Legaspi
SUBJECT: ELITECARE MEDICAL STAFFING, INC. AGREEMENT

SUMMARY:

Overview:

Due to the increased and ongoing workload the Novel Coronavirus pandemic placed on the Public Health clinic staff, the Kings County Department of Public Health is requesting to renew the contract with Elitecare Medical Staffing, Inc. for additional clinical staff. The original contract term was from May 1, 2021 through June 30, 2022, was subsequently extended through December 30, 2022 and the current amendment would extend the agreement through June 30, 2024.

Recommendation:

Approve second amendment extension with Elitecare Medical Staffing, Inc. to provide licensed nursing staff to the Kings County Department of Public Health during this Novel Coronavirus pandemic.

Fiscal Impact:

This contract extension will continue to be funded with the Immunization Grant in budget unit 419600 for Covid-19 immunizations services and Workforce Development Grant in budget unit 411300 for Covid-19 non-immunization services beginning July 1, 2022, through June 30, 2024. The funding for this contract is included in the FY 2022-23 adopted budget.

BACKGROUND:

Elitecare staff have been instrumental in helping the Kings County Department of Public Health address the COVID-19 pandemic. As such, the department is seeking to extend the contract with Elitecare through June 30, 2024, in the event that another spike in cases occurs and additional support is necessary to properly mitigate the impact on Kings County residents. There will be no additional funds allocated to this contract being that as

(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

ELITECARE MEDICAL STAFFING, INC. AGREEMENT

December 20, 2022

Page 2 of 2

cases have decreased and vaccine uptake has slowed, staffing has been adjusted accordingly. The previously allocated funding amount for this contract will therefore be sufficient to cover any associated costs during the requested contract extension.

Public Health is requesting to renew the contract with Elitecare until June 30, 2024. The contract rates for these nurses are:

Hourly Rates

LVN	\$55.00 per hour
RN	\$79.00 per hour
CNA/MA/OA	\$38.00 per hour

Overtime Rates

Overtime rate is one and one-half (1.5) times the regular rate for all hours worked by a placement in excess of eight (8) hours in one workday, forty (40) hours in one workweek. The rate for hours worked more than twelve will be paid at two (2) times the regular rate.

Holiday Rate

Holidays are billed at one and one-half (1.5) times the regular hourly rate.

With our efforts continuing while we start to transition out of COVID-19 response, these additional staff are critical for our county's ability to further manage this disease.

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

COUNTY OF KINGS

2nd AMENDMENT TO AGREEMENT

This second amendment (“2nd Amendment”) of Agreement No. 20-071.1 (“Agreement”) is entered into on _____, by and between the County of Kings, a political subdivision of the State of California (“County”) and Elitecare Medical Staffing, Inc., a California corporation (“Contractor”) (singularly a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Agreement commenced on May 1, 2021;

WHEREAS, the Section 6 of the Agreement authorizes the Parties to modify the Agreement’s terms by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend the Agreement to extend the term of the Agreement;

NOW, THEREFORE, the Parties agree to modify the Agreement as follows:

1. Section 4 of the Agreement is replaced in its entirety with the following:

4. TERM

This Agreement commences on May 1, 2021, and terminates on June 30, 2024, unless extended by mutual consent of the Parties.

2. The Agreement commences on May 1, 2021, and terminates on June 30, 2024, unless otherwise terminated in accordance with its terms.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

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

5. The Parties may execute this Agreement in two (2) or more counterparts, to be construed together and that constitutes one (1) agreement.

6. Each signatory to this 1st Amendment represents it is authorized to enter into this Agreement and bind the party to which its signature represents.

IN WITNESS WHEREOF, the Parties have executed 1st Amendment on the day and year first written above.

COUNTY OF KINGS

CONTRACTOR NAME

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

By: Stacey Green
Name: Stacey Green
Title: Director of Operations

ATTEST

RISK MANAGEMENT APPROVED AS TO INSURANCE

By: _____
Catherine Venturella, Clerk of the Board

By: Sarah Poots
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: Diane Freeman
Deputy Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Department of Public Health - Rose Mary Rahn/Heather Silva/Everardo Legaspi
SUBJECT: DIETETIC INTERNSHIP AFFILIATION AGREEMENT WITH UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY

SUMMARY:

Overview:

This new agreement would allow for dietetic interns from the United Health Centers Central Valley WIC Dietetic Internship to obtain practical learning experience as it pertains to the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program. The agreement will be effective on a continuing basis unless otherwise stipulated in writing and signed by both parties.

Recommendation:

Approve an Agreement between the County of Kings and United Health Centers Central Valley Women, Infants, and Children Dietetic Internship to allow for dietetic interns to obtain practical learning experience.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended action, as no funds will be exchanged through this program.

BACKGROUND:

Registered Dietitians provide nutrition education, counseling, and therapy in community and healthcare settings. In addition, they manage food service operations in schools, hospitals, and nursing homes. Their training requires attainment of a bachelor's degree, a one-year internship that provides experience in a variety of work settings and passing a standardized exam to attain registered status. United Health Centers Central Valley WIC Dietetic Internship is a local, on-site internship that requires the intern to travel to multiple site placements and rotations across the Central Valley.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

ROLL CALL:

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

DIETETIC INTERNSHIP AFFILIATION AGREEMENT WITH UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY

December 20, 2022

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Each rotation is required to have a Registered Dietitian to provide oversight and guidance as a Preceptor. The Preceptor will provide observational experience and supervised training for the dietetic interns. The training includes the completion of projects selected by the Preceptor that meet the objectives for the rotation and are beneficial for the host agency.

The County of Kings WIC rotation will provide a portion of the training for the Community Nutrition Discipline, Education and Leadership standards. This agreement allows interns to obtain practical learning experience through the WIC Program. All interns must provide proof of liability insurance to the United Health Centers Central Valley WIC Dietetic Internship before starting the internship program. The training of dietetic interns is critical for the development of competent Registered Dietitians. Recruitment of dietetic professionals has been historically difficult for the WIC Program. Training interns is not only important for this profession, but it helps add to the pool of qualified Registered Dietitians who may potentially work for the WIC Program in the future.

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

AFFILIATION AGREEMENT

BETWEEN

UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY

AND

Kings County Department of Public Health

THIS AGREEMENT, made by and between **UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY**, hereinafter called "UHC" and **_Kings County Department of Public Health_**, hereinafter called "the Facility."

WITNESSETH

THAT WHEREAS UHC has established a program, of instruction and training for dietetic interns and

WHEREAS UHC requires facilities where interns can obtain the practical learning experience required in the curriculum, and

WHEREAS the Facility has the setting and facilities needed by UHC interns as part of their practical learning experience:

NOW THEREFORE in consideration of the foregoing and the mutual promises set forth herein, UHC, and the Facility agree as follows:

1. RESPONSIBILITIES OF THE FACILITY

The Facility agrees to accept certain UHC interns for a period of observational experience and supervised training at times and in number to be agreed upon between the respective representatives of the parties.

The Facility will provide suitable practical experience situations as prescribed by UHC curriculum and objectives. It is understood that in no case shall interns replace regular staff and will not render patient/client care and/or services except as identified for educational value as part of a supervised program.

No monetary payment shall be made by the Facility to the interns in compensation for their services, nor shall any payments be made to the Facility by UHC in compensation for intern participation in the training program.

The Facility will designate appropriate personnel to coordinate the intern's practical learning experiences. This will involve planning between the UHC Dietetic Internship Director and designated Facility personnel for the assignment

of interns to specific experiences, including selected conferences, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to UHC the name and professional and academic credentials of the person to be responsible for the Supervised Experience. That person will be known as the "Preceptor." The Facility will notify UHC in writing of any change or proposed change of the Preceptor.

The Facility will permit, on reasonable request, the inspection of facilities by agencies charged with responsibility for accreditation of the Internship Program.

The Facility will recommend to UHC the withdrawal of UHC intern if: (a) the achievement, progress, adjustment or health of the interns does not warrant a continuation at the Facility, or (b) the behavior of the intern fails to conform to the applicable regulations of the Facility. The Facility will assist UHC, if necessary, in implementing this recommendation.

The Facility reserves the right, exercisable in its discretion after consultation with UHC to exclude any intern from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

The Facility shall provide necessary emergency care or first aid required by an accident occurring at the Facility for UHC intern. Except as herein provided, the Facility will have no obligation to furnish medical or surgical care to any intern.

The Facility will maintain records and reports on each intern performance as specified by UHC and provide an evaluation to UHC on forms provided by UHC.

2. RESPONSIBILITIES OF UHC

UHC will provide the Facility with an annual description of the internship program, curriculum, and objectives to be achieved at the Facility.

It shall be the responsibility of the Central Valley WIC Dietetic Internship Director, after consultation with the Facility Preceptor, to help plan the education program for intern experiences.

UHC will require all interns to abide by the policies of the Facility while using its facilities. UHC interns will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

UHC will prohibit the publication by the interns of any material relative to their supervised experience that has not been approved for release for publication by both the facility and UHC.

All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made or removed from the Facility. It shall be required of interns and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the facility and the patient, utilizing the patient confidentiality policies and procedures of the Facility.

UHC will provide Worker's Compensation Insurance for the interns during supervised practice rotations and trainings required for the dietetic internship program.

3. INTERN INSURANCE

All interns will be required to show proof of liability insurance before starting the dietetic internship program with coverage of two million dollars (\$2,000,000) per occurrence and an aggregate of five million dollars (\$5,000,000).

UHC upon execution of the Agreement, shall furnish the Facility with certificates evidencing compliance with these insurance requirements.

UHC hereby agrees to defend, indemnify and save harmless the Facility from any liability or damages the Facility may suffer as a result to claims, demands, costs or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of UHC, its employees, interns, or authorized agents. The Facility agrees to give UHC notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

4. FACILITY INSURANCE AND INDEMNIFICATION

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. Professional Liability coverage with limits of one million dollars (\$2,000,000) per occurrence and an aggregate of four million dollars (\$4,000,000).
- B. General Liability coverage with a limit of four million dollars (\$4,000,000) per occurrence and an aggregate of five million dollars (\$5,000,000).
- C. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under Agreement shall not in any way limit the liability of the Facility.

The Facility, upon the execution of this agreement, shall furnish UHC with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to UHC of any cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless UHC from any liability or damage UHC may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from negligence of the Facility, its employees, or authorized agents. UHC agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

5. NONDISCRIMINATION

The Facility and UHC agree that neither will discriminate against a beneficiary of services provided by the Facility in the performance of the Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap.

6. TERMINATION

The agreement will be effective on a continuing basis unless otherwise stipulated in writing and signed by both parties. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if UHC terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this case shall be sent by certified registered mail.

7. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by the Facility without the written approval of UHC. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

8. NOTICES

Notices required under this Agreement shall be mailed to the parties of the following addresses:

UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY
Gloria Pecina, RD
United Health Centers of the San Joaquin Valley, WIC Program
901 N. Blackstone
Fresno, CA 93701

THE FACILITY:
Rose Mary Rahn
Kings County Department of Public Health
330 Campus Drive
Hanford, CA 93230

FACILITY:

By _____
(Signature)

Joe Neves, Chair
Kings County Board of Supervisors

Date: _____

UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY

By:  _____

Justin Preas
Deputy CEO
United Health Centers of the San Joaquin Valley

Date: 12/5/2022



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mike Hawkins

SUBJECT: IN-LIEU PARCEL MAP 21-01 DEDICATION

SUMMARY:

Overview:

This dedication is required by the Kings County Improvement Standards, Resolution 03-67, adopted by your Board on May 6, 2003.

Recommendation:

Accept the dedication for In-Lieu Parcel Map 21-01 (Nicholas A. Soares and Julia M. Soares) into the County Maintained Mileage.

Fiscal Impact:

There is no impact to the General Fund by this action. Any future maintenance costs will be borne by the Road Fund.

BACKGROUND:

The owners of the parcel to be subdivided, (Nicholas A. Soares and Julia M. Soares) were required to dedicate additional right-of-way along the frontage of 7th Avenue as a condition of approval of this land division, to minimum 30-foot half-width required by the Improvement Standards. This land division is located on 7th Avenue, south of Barstow Avenue.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Administration – Edward D. Hill/Matthew Boyett

SUBJECT: RESOLUTION CONTINUING TO DECLARE A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS IN KINGS COUNTY

SUMMARY:

Overview:

On March 28, 2022, the governor signed an executive order to bolster regional water conservation efforts to address the state's ongoing drought issues. The executive order was signed due to the Department of Water Resources (DWR) reducing State Water Project (SWP) allocations to only five percent of requested supplies because of emergency declarations proclaimed in 2021 caused by minimal amounts of precipitation and as January through March 2022 were the driest three-month stretch in the state's history. As a result of the governor's executive order, on April 1, 2022, the Board of Supervisors (Board) adopted a resolution declaring a local emergency due to drought conditions in Kings County. As drought conditions and water concerns continued in Kings County, the Board continued to renew the resolution accordingly. Government Code Section 8630 (c) states that local emergency declarations need to be reviewed every sixty days until the governing body terminates the local emergency. Drought conditions and water concerns remain unchanged in Kings County; therefore, a continuing drought resolution is being brought forward for consideration in accordance with Government Code Section 8630 (c).

Recommendation:

Adopt a Resolution continuing to declare a local emergency due to drought conditions in Kings County.

Fiscal Impact:

The declaration of local emergency may provide some financial and administrative relief to help local farmers, businesses, and government agencies in addressing the problems associated with fire risk and the lack of adequate supplies of irrigation water.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION CONTINUING TO DECLARE A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS IN KINGS COUNTY

December 20, 2022

Page 2 of 2

BACKGROUND:

The California Emergency Services Act, Government Code section 8550, *et seq.*, authorizes the Board to proclaim local emergencies based on the “existence of conditions of disaster or of extreme peril to safety of persons and property” caused by fire or drought (Gov. Code, § 8558, subd. (c).). Thereafter, the County may work with the California Emergency Management Agency to seek aid and may also appropriate and transfer funds to address emergency situations upon a four-fifths vote (Gov. Code, § 29127.).

Throughout 2021, Governor Newsom declared a State of Emergency throughout all California counties based on severe to exceptional drought conditions throughout California and substantial water supply and ecosystem challenges in the state. January through March 2022 have been the driest three-month stretch in the state’s history, resulting in DWR reducing SWP allocations to only five percent of requested supplies. As a result of continued drought conditions, on March 28, 2022, the governor signed an executive order to bolster regional water conservation efforts to address these critical drought issues. Such efforts revolve around limiting landscaping irrigation in commercial and business areas, water conservation contingency plans, and additional requirements on groundwater well permitting.

As a result of the governor’s executive order, on April 1, 2022, the Board adopted a resolution declaring a local emergency due to drought conditions in Kings County. Because of the drought, Kings County has and continues to face substantial reductions to its water supply and significant adverse environmental, economic, and social impacts. These impacts pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in Kings County. By declaring a local emergency due to drought, the County provided the ability to seek additional resources to expeditiously mitigate the effects of the drought and address the water supply and ecosystem challenges within Kings County.

As drought conditions and water concerns continued in Kings County, renewals of the April 1, 2022 drought resolution were approved by the Board on May 24, 2022, July 19, 2022, September 13, 2022, and November 8, 2022 pursuant to Government Code Section 8630 (c). Drought conditions and water concerns remain unchanged in Kings County; therefore, a continuing drought resolution is being brought forward for consideration in accordance with Government Code Section 8630 (c).

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

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

IN THE MATTER OF CONTINUING
A DECLARATION OF LOCAL
EMERGENCY DUE TO
DROUGHT CONDITIONS _____/

RESOLUTION NO. _____

WHEREAS, on April 1, 2022, the Kings County Board of Supervisors (“Board”) adopted Resolution 22-027 declaring a local emergency due to drought conditions within Kings County, based on minimal amounts of precipitation over the past three years as described in Governor Newsom’s Emergency Proclamations dated April 12, 2021; May 10, 2021; July 8, 2021; and October 19, 2021; and in Executive Order N-7-22;

WHEREAS, in response to Executive Order N-7-22, on May 24, 2022, California’s State Water Resources Control Board (“SWRCB”) adopted additional emergency water conservation regulations, which went into effect on June 10, 2022;

WHEREAS, on May 24, 2022, July 19, 2022, September 13, 2022, and November 8, the Board adopted Resolutions 22-045, 22-053, 22-065, and 22-074, respectively, reaffirming the continued drought conditions and continuing the declaration of a state of emergency within the County;

WHEREAS, the California Department of Water Resources (“DWR”) reported that, for the 2021-2022 rain year that ended September 30, 2022, the statewide average precipitation was seventy-six percent (76%) of the annual average, and the estimated statewide reservoir storage was at sixty-nine percent (69%) of the historic average;

WHEREAS, as of December 12, 2022, DWR reported that the statewide average precipitation for the 2022-2023 rain year is eighty-four percent (84%) of the historic average for that period;

WHEREAS, as of December 12, 2022, the DWR reported that the estimated statewide reservoir storage was sixty-seven percent (67%) of the historic average;

WHEREAS, as of December 12, 2022, the DWR reported that sixty-four percent (64%) of groundwater monitoring wells statewide are reporting levels below normal;

WHEREAS, while as of December 12, 2022, the DWR reported that the statewide snowpack was at 223% of the historic average and 42% of the historic total average snowpack, copious snow early in the rain year does not directly translate into adequate water resources later in the water year;

WHEREAS, on December 1, 2022, DWR announced that initial State Water Project allocations for the 2022-2023 rain year will be five percent (5%) of requested supplies;

WHEREAS, on December 9, 2022, the SWRCB readopted its January 2022 Water Conservation Emergency Regulations, making them effective through January 2024;

WHEREAS, California and Kings County continue to receive precipitation well below their annual average;

WHEREAS, the drought conditions as stated herein persist in Kings County and are appearing to become more severe; and

WHEREAS local resources continue to be inadequate to cope with the continued and increasing drought-related impacts of these conditions on the County.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code Section 8630, the Board hereby renews and continues its May 24, 2022, July 19, 2022, September 13, 2022, and November 8, 2022, declarations of a local emergency due to drought conditions in Kings County.
2. During the existence of this local emergency, the powers, functions and duties of the County Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.
3. The County Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.
4. The Board of Supervisors hereby requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 20th day of December, 2022, by the following vote:

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

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

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

Clerk of said Board of Supervisors

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at SaveOurWater.com provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
 - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
 - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

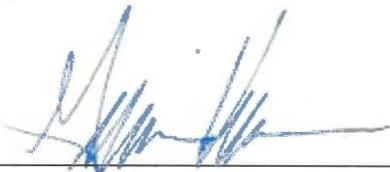
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



Media Release

State Water Board adopts emergency water conservation regulation

Regulation to boost water savings starting in June

May 24, 2022

Contact: [Edward Ortiz](#), Public Information Officer

SACRAMENTO – In response to Governor Gavin Newsom’s March 28 [Executive Order](#) the State Water Resources Control Board adopted an [emergency water conservation regulation](#) today that will ensure more aggressive conservation by local water agencies across the state.

The new regulation bans irrigating turf at commercial, industrial, and institutional properties, such as grass in front of or next to large industrial or commercial buildings. The ban does not include watering turf that is used for recreation or other community purposes, water used at residences or water to maintain trees. The regulation also requires all urban water suppliers to implement conservation actions under Level 2 of their Water Shortage Contingency Plans.

In March 2022, the state’s urban retail water suppliers reported average water use statewide that was nearly 19% greater than in March 2020, lowering the state’s cumulative water savings since July 2021 to 3.7%. Yesterday, Governor Newsom convened leaders from the state’s largest urban water suppliers imploring them to take more aggressive action to combat drought.

“The severity of this drought requires all Californians to save water in every possible way,” said Joaquin Esquivel, chair of the State Water Board. “The regulation compels water systems and local authorities to implement a range of additional critical conservation measures as we enter the hot and dry summer months.”

Level 2 water shortage contingency plans are meant to address up to a 20% shortage of water supplies. In addition to implementing Level 2 actions, the regulation requires urban water suppliers to fast-track supply and demand assessments to plan for potential extended dry conditions.

Level 2 actions often include things such as:

- Limiting outdoor irrigation to certain days or hours
- Increasing patrolling to identify water waste



CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

STATE WATER RESOURCES CONTROL BOARD

1001 I Street, Sacramento, CA 95814 • Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 • www.waterboards.ca.gov



- Enforcing water-use prohibitions
- Increasing communication about the importance of water conservation

Some water suppliers already have imposed strong new restrictions on customers' water use in accordance with their drought management plans. However, about half of the state's 436 water suppliers (both urban water retailers and wholesalers) have not yet activated Level 2, and 36 have not submitted drought plans. The emergency regulation will require suppliers without drought plans to take certain conservation actions, such as conducting outreach to customers about conservation, restricting outdoor irrigation to two days a week and enforcing against wasteful water practices.

The approved regulation will be submitted to the Office of Administrative Law (OAL) for approval, which typically occurs within 10 calendar days. The ban on non-functional turf becomes effective upon OAL approval and the Level 2 requirements for urban water suppliers are proposed to take effect on June 10, 2022.

The regulation will give suppliers new options to reduce water waste if they choose to use them. A violation of the non-functional turf irrigation provision, for example, would be an infraction and subject to a fine of up to \$500.

People who see water waste should report it at [savewater.ca.gov](https://www.savewater.ca.gov).

The State Water Board's mission is to preserve, enhance and restore the quality of California's water resources and drinking water for the protection of the environment, public health and all beneficial uses, and to ensure proper allocation and efficient use for present and future generations.

Statewide Requirements for Conserving Water

State Water Board’s Water Conservation Emergency Regulations of 2022 Frequently Asked Questions | Updated July 28, 2022

As climate change-induced extreme weather continues to disrupt California’s water system, the State Water Resources Control Board (Board) has adopted two emergency regulations in 2022 that prohibit certain wasteful water use practices statewide and encourage water suppliers and Californians to monitor water use more closely while building habits to use water wisely and make conservation a way of life. Local water suppliers may have adopted stricter water conservation measures than the State Water Board’s, so water customers should check with local agencies about their current restrictions.

This new Frequently Asked Questions (FAQs) document combines and updates previous FAQs. Please use the contents below to find information that may be most relevant to you.

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All Californians

The questions below may be of interest to all Californians.

Where can I find information on the State Water Board's water conservation emergency regulations?

You can find updated documents and subscribe to the Water Conservation Regulations email list for announcements on the State Water Board’s Water Conservation Emergency Regulations webpage at bit.ly/conservationreg

What current water use restrictions apply to all Californians?

State Water Board water conservation requirements are listed in the table below. There are also requirements not listed here. Column A lists prohibitions on the use of **potable** water that apply to all Californians. Column B lists additional requirements for urban water suppliers.

Effective Date	A. PROHIBITED FOR ALL CALIFORNIANS	B. ADDITIONAL REQUIREMENTS FOR URBAN WATER SUPPLIERS
[1] Effective until January 2023	<ul style="list-style-type: none"> Outdoor watering that lets water run onto sidewalks and other areas (except incidental runoff) Washing vehicles without an automatic shutoff nozzle Washing hard surfaces like driveways or sidewalks that don't absorb water Street cleaning or construction site preparation Filling decorative fountains, lakes, or ponds Outdoor watering within 48 hours after at least 1/4 inch of rainfall Watering ornamental turf on public medians 	<ul style="list-style-type: none"> Follow all prohibitions in column A If needed, exercise authority to adopt more stringent local conservation measures
[2] Effective until June 2023	<ul style="list-style-type: none"> Watering non-functional lawns in commercial, industrial, and institutional areas, including common areas of homeowners' associations (HOAs) <p>Note: Local water suppliers may have adopted stricter water conservation measures than the State Water Board, so check with local agencies about their current restrictions.</p>	<ul style="list-style-type: none"> Follow all prohibitions in column A Implement all local Level 2 demand reduction actions* If needed, exercise authority to adopt more stringent local conservation measures
Enforcement	<p>All of column A water use prohibitions above are "infractions," and any organization that already has the authority to enforce infractions may do so; this may include local water suppliers and cities. Violations may be punishable by a fine of up to \$500 per day. To report a potential water use violation, go to SaveWater.CA.Gov on your phone or computer.</p>	

[1] = These requirements are from the first water conservation emergency regulation of 2022 that became effective on January 18, 2022 and is in effect for one year from the effective date, unless the State Water Board modifies, readopts, or ends it before then.

[2] = These requirements are from the second water conservation emergency regulation of 2022 that became effective on June 10, 2022 and is in effect for one year from the effective date, unless the State Water Board modifies, readopts, or ends it before then.

* = "Level 2" refers to the second level of urban water suppliers' water shortage contingency plan as defined by the State. Local water suppliers may use different words and definitions to indicate water shortage levels, such as stages or phases. Check with your local water supplier to know what is required by your supplier's Level 2. Local suppliers should have a "crosswalk" diagram that compares the State's Levels and local levels.

Should I follow state or local water use restrictions?

In most cases you should follow both. The State Water Board's restrictions that apply to all Californians include all the water use prohibitions in the first emergency regulation, which became effective in January 2022, and the ban on watering non-functional turf irrigation in commercial, industrial, and institutional areas (including common areas of HOAs), which became effective in June 2022. You may also be a customer of a local water supplier that adopted stricter water conservation measures; check with your supplier about their current restrictions.

Am I subject to both the January 2022 water conservation emergency regulation and the one from June 2022?

Yes. Both regulations are currently in effect. The State Water Board's first water conservation emergency regulation will remain in effect until January 18, 2023, unless the Board acts to end, modify, or readopt it before then. The second emergency regulation will remain in effect until June 10, 2023, unless the Board acts to end, modify, or readopt it before then. Each of the regulations' current requirements are listed in the table above.

How is the Board advancing drought resilience and water conservation for the long-term?

Among other ongoing activities related to water rights and water quality, the Board is working on regulations to [Make Conservation a California Way of Life](#), including [adopting long-term standards for the efficient use of water](#) and [water loss performance standards](#) for urban retail water suppliers. The [Safe and Affordable Funding for Equity and Resilience \(SAFER\) program](#) supports permanent and sustainable drinking water solutions that ensure all Californians have access to safe, affordable, and reliable drinking water. For information and updates on the Board's drought activities, visit the Board's [Drought website](#).

What is considered "potable" water?

For the emergency regulations, potable water is water from any drinking water system or any source used for drinking.

Do I need to empty my swimming pool because of the drought?

The State Water Board's emergency regulations do not prohibit the filling, refilling, or use of swimming pools, however local water suppliers may have stricter water use rules than the State Water Board. Please contact your local water supplier for more information.

What is “turf”?

Turf means “a ground cover surface of mowed grass.” This official definition of turf can be found in [section 491 of title 23 of the California Code of Regulations](#).

What is “non-functional turf”?

Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events.

Does the statewide ban on watering non-functional turf apply to residential properties?

No, residential properties may continue to water turf, however watering that causes more than incidental runoff remains prohibited. Also, local water suppliers may have stricter rules than the State Water Board, so check with your supplier. The Board encourages people to reduce watering turf on their properties and to convert turf to [water-wise](#) plants, but these are not required by the regulations. For more information and practical tips for converting your landscape and making your yard more water-wise, visit [SaveOurWater.com](#).

What is “incidental runoff”?

“Incidental runoff” is an unintended, unanticipated, and infrequent amount of water that escapes the area where it was applied (for example, a sprinkler causing a small amount of water to unintentionally flow from a lawn onto the sidewalk). Runoff is not considered incidental if it is a result of excessive application, the facility or system design, intentional overflow, or negligence.

Do I have to follow a lawn watering schedule?

It depends on your local water use rules. Everyone should avoid overwatering lawns and everyone should wait 48 hours after it rains to water their lawns. However, lawn watering schedules are set by local water suppliers and cities. Please check with your local water supplier about your local schedule.

Should I skip watering when it rains?

Yes. If it rained recently or is going to rain soon, you should change your lawn watering schedule. Check the weather to plan for and confirm the amount of rainfall in your area.

Why does the emergency regulation prohibit watering during or within 48 hours of at least one fourth of an inch (1/4”) of rainfall specifically?

During the last drought, watering was prohibited after “measurable rainfall.” A number of comments suggested that the State Water Board use ¼ of an inch of rain to make the prohibition clearer. After this amount of rain, an irrigation system can generally be turned off for at least 48 hours without harming most landscapes.

Are rebates available to replace turf?

For residents and businesses, rebates may be available from local water suppliers and cities.

Who enforces the water use prohibitions?

Any local agency or government authorized to enforce infractions can enforce these water use prohibitions at their discretion, along with the State Water Board. The emergency regulations

allow agencies and governments to decide if and how to enforce these prohibitions along with their own existing water use rules.

What actions may a water supplier or local government (or any entity already authorized to enforce infractions) take to enforce violations of the regulations? What actions may the Board take?

Local or Board enforcement may include warning letters, conservation orders, and fines (up to \$500 per day). The Board also encourages agencies to provide additional assistance to disadvantaged communities and translate conservation announcements and materials into the languages spoken in their service areas.

Where can I report water waste violations?

You can report water waste violations online at SaveWater.CA.Gov. These reports are sent to local water suppliers and the Board. The website allows you to upload photos, which helps with enforcement decision-making.

Can my HOA stop me from conserving water?

No. Homeowners may remove their lawns and replace them with water-wise plants. If you install water-efficient landscaping during the drought, your HOA cannot prevent you from maintaining it or require you to remove it when there is no longer a drought state of emergency. Additionally, your HOA cannot impose a fine or assessment for reducing or eliminating the watering of vegetation or lawns during a drought state of emergency, nor can it prohibit, or include conditions that have the effect of prohibiting, the use of low water-using plants as a group or as a replacement of existing turf. This enforcement may violate the Davis-Stirling Act. The State Water Board or a local agency could impose penalties on any HOA that violates specific portions of the Davis-Stirling Act. For more information and practical tips for making your yard more water-wise, visit SaveOurWater.com.

HOA, commercial, industrial & institutional property managers

Commercial, institutional, and industrial property managers, workers, and residents are required to comply with all prohibitions discussed in the questions above. Below is more information that is relevant specifically to commercial, institutional, and industrial areas, including areas managed by homeowners' associations (HOAs).

What parts of the Davis-Stirling Act apply to HOAs during a drought emergency?

According to the Davis-Stirling Act, an HOA may not impose a fine for reducing watering of lawns or vegetation during a drought emergency that was either declared by the Governor or local government. Additionally, homeowners may remove their lawns and replace them with water-wise plants. If a homeowner installs water-efficient landscaping during the drought, an HOA cannot prevent them from maintaining it or require them to remove it when there is no

longer a drought state of emergency. An HOA also cannot prohibit, or include conditions that have the effect of prohibiting the use of low water-using plants as a group or as a replacement of existing turf. You can find the relevant text here: <https://www.davis-stirling.com/HOME/Statutes/Civil-Code-4735>.

Does the ban on watering non-functional turf apply to HOAs?

Yes, the ban on using potable water to water non-functional turf applies to some HOA landscapes, but only to non-functional turf on property the HOA owns or maintains, and not the turf of individual residences (or separate interests). While an individual's property is considered residential, property owned or maintained by an HOA is treated the same as other landscapes owned by commercial or institutional entities. The regulation does not ban watering turf with recycled water, watering turf regularly used for recreation or community activities, or watering trees or other non-turf plants.

In an HOA, who decides if turf is non-functional?

An HOA should review areas of turf that it maintains, consult with residents, and determine whether the turf is non-functional. Water suppliers may defer to HOAs' determinations that specific areas of turf are used for recreation or community events. However, water suppliers also retain the authority to enforce the watering ban if there is a documented violation.

Are apartment buildings considered part of the commercial, industrial, and institutional sectors?

Most apartment buildings are part of the residential sector and therefore not subject to the ban on watering non-functional turf. However, apartment buildings may also include commercial facilities, such as ground floor businesses or other commercial operations on site, in the same manner as HOAs. Apartment building owners and managers should check with their water supplier to see whether their building or complex may be considered, in part, commercial, industrial, or institutional and would therefore have some landscaped areas subject to the same rules (and exclusions) as similarly situated landscaped areas in HOAs.

May property managers use recycled water or greywater to water decorative lawns?

Yes, however the Board encourages people to prioritize watering trees and other plants due to the severity of the drought and the amount of water required for turf. Also, check with your local water supplier if they have stricter water use rules than the State Water Board.

Do the regulations affect trees? Do urban trees need to be watered?

The regulations do not restrict watering trees. The Board urges people to continue to water trees, even while reducing or stopping the watering of turf. Newly planted trees usually need to be watered more frequently than mature trees, including hand watering. Trees near or on non-functional turf can still be watered even when individual sprinkler heads or zones that water only non-functional turf must be turned off or capped. For more information about tree species and water needs, visit the [Save Our Trees section](#) within SaveOurWater.com.

Are there any exceptions to the ban on watering non-functional turf?

The ban only applies to watering non-functional turf in commercial, industrial, and institutional sectors and only applies to watering with potable water. It does not apply to residential lawns or any turf that is regularly used for human recreational purposes, such as community spaces, or sports fields and other turf regularly used for recreation or events. The regulation does not ban watering trees or other non-turf plantings. There also is an exemption process available for certain low water using turf species and watering approaches. To be exempt from the ban, an owner or manager must provide to their water supplier evidence that they have met two requirements: (1) the user must certify that the turf species needs low levels of water (a [plant factor](#) of 0.3 or less) and (2) the user must demonstrate that the turf is watered in a way that uses low levels of water (less than 40 percent of reference evapotranspiration). For more information on plant factors and reference evapotranspiration, see the State's [Model Water Efficient Landscape Ordinance](#).

Is grass at cemeteries, parks, and golf courses “non-functional turf”?

It depends. In general, grass on cemetery property is not wholly exempt from the ban on watering non-functional turf. Cemetery operators may continue watering areas that are regularly used for community functions such as visitation and services. Watering areas that are not regularly used (e.g., fringe areas or historical areas that are no longer visited) should cease, unless using recycled water. These similarly apply to parks and golf courses.

Does the ban on watering non-functional turf apply to watering with well water?

It depends. The ban on watering non-functional turf only applies to watering with potable water. Well water that needs treatment to meet drinking water quality standards would be considered non-potable before that treatment. Well water that is used for drinking water purposes without treatment, on the other hand, would be covered by the ban.

Is watering turf required for effective measurements at California Irrigation Management Information System (CIMIS) stations prohibited?

No. CIMIS stations require well-irrigated and well-maintained cool season grass as a reference surface to produce accurate estimates of reference evapotranspiration (ET_o). Data from CIMIS stations is being used by over 60,000 primary registered users and thousands more secondary users for urban and agricultural irrigation scheduling purposes, and many other applications. Therefore, turf at CIMIS stations is not considered non-functional.

Who will enforce the non-functional turf ban?

Water suppliers and local governments are expected to communicate the ban on watering non-functional turf to their commercial, industrial, and institutional customers. The emergency regulation makes violations of the ban an infraction; any entity that is already authorized to enforce infractions, such as a water supplier or local government, may choose to enforce violations of the regulation. In addition, anyone may report water waste, including watering non-functional turf on a commercial, industrial, or institutional property, to the Board at

SaveWater.CA.Gov. The Board may use its enforcement authority to respond to violations of the regulation.

What is covered by the “construction site preparation” prohibition?

The prohibition on using potable water does not apply to all uses of water for construction activities, specifically it does not apply to “construction site preparation” when “no other method can be used or as needed to protect the health and safety of the public.” Examples of these exclusions, for which the use of potable water is not prohibited, include activities such as mold removal when potable water must be used; and mixing of concrete or other solutions where adherence to manufacturers' requirements necessitate use of potable water; or where contamination from non-potable water would be detrimental to the structure, material, equipment, and clean up.

Water suppliers

Water suppliers should follow and communicate to their customers the requirements above. Below is information that is relevant to water suppliers specifically.

What should small water suppliers (under 3,000 connections) do?

The State Water Board strongly encourages all water suppliers to continue doing all that they can for water conservation across California. While some emergency regulation requirements only apply to “urban water suppliers” (defined by state law as suppliers that provide water for municipal purposes either directly or indirectly to more than 3,000 customers or supplies more than 3,000 acre-feet of water annually), several requirements apply to all Californians regardless of whether they are served by an urban water supplier (see the table above for more information). However, all water suppliers may adopt more stringent conservation measures and are encouraged to develop their own progressive enforcement practices to promote conservation.

What are Level 2 water shortage demand response actions?

For most urban water suppliers, water shortage responses have been adopted in the supplier’s water shortage contingency plan and include actions intended to respond to a water shortage of 10 to 20 percent. Examples of Level 2 demand response actions include rebate programs, drought rate structures, expanded information campaigns, and restrictions on outdoor watering days and times. Suppliers are not required by the emergency regulations to implement supply augmentation actions identified in Level 2 of their water shortage contingency plan.

By when must urban water suppliers have implemented Level 2 water shortage demand response actions?

Urban water suppliers must have implemented their Level 2 demand reduction actions by June 10, 2022.

If a water supplier has adequate supply according to its supply and demand assessment, why is it required to implement Level 2 demand reduction actions?

The severity of this drought emergency makes it imperative that all Californians save water in every way possible. The drought emergency is statewide, and conservation is important to extend supplies so that more water is left for the future and for the environment. All water suppliers can support California's water resilience through additional conservation.

Are urban water suppliers required to implement all demand reduction actions in Level 2 of their plan?

Yes, urban water suppliers are required to implement all of their Level 2 demand reduction actions. However, they do not have to implement new residential connection moratoria if that is one of their Level 2 actions.

What if an urban water supplier has not adopted Level 2 water shortage response actions?

If an urban water supplier has not already complied with the preexisting requirement to submit a water shortage contingency plan to the Department of Water Resources, the supplier is required to, by July 10, 2022, implement the minimum demand reduction actions listed in the regulation: (1) a public information and outreach campaign, (2) a weekly watering schedule, and (3) a ban on water uses prohibited in the Board's January 2022 emergency regulation. These actions were adopted after considering suggestions from the Department of Water Resources and public comment.

Which suppliers may take alternative compliance actions?

Water suppliers may elect to implement the minimum actions required of suppliers that have not yet submitted water shortage contingency plans in lieu of implementing all Level 2 demand reduction actions in their water shortage contingency plan if they meet the following criteria: (1) their annual water supply and demand assessment demonstrates an ability to maintain reliable supply until September 30, 2023; (2) they do not rely on, for any part of their supply, the Colorado River, State Water Project, or Central Valley Project, and no more than 10 percent of their supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources; and (3) their average number of gallons of water used per person, per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

Are urban water suppliers required to implement Level 3 actions?

No, but Governor Newsom has encouraged all urban water suppliers to implement stronger actions than those identified in Level 2 of their water shortage contingency plans.

Are drought rate structures required?

Water suppliers are required to either implement drought pricing or enact a water waste ordinance (see Water Code sections 365-367). When implementing drought pricing, water suppliers should design rates or surcharges to incentivize conservation by high-use customers. Information on conservation pricing is available on the Board's [website](#).

Are local agencies or governments required to use the emergency regulations' enforcement authority?

No. This emergency regulation does not require specific enforcement. Local agencies or governments get to decide how to use their enforcement resources. They may choose to enforce their own drought conservation rules, including those in their water shortage contingency plans, as opposed to the Board's emergency regulations, but the emergency regulations give local agencies and governments additional options to address water waste and can assist with conservation messaging.

Where are instructions for urban water suppliers to submit preliminary annual supply and demand assessments?

Annual supply and demand assessments should be submitted to the Department of Water Resources. Instructions for submitting this information can be found on the Department of Water Resources [website](#).

DWR Announces Initial State Water Project Allocation of 5 percent, Outlines Actions for a Possible Fourth Dry Year

Published: Dec 01, 2022

SACRAMENTO, Calif. – Today, the Department of Water Resources (DWR) announced an initial State Water Project (SWP) allocation of 5 percent of requested supplies for 2023. The SWP provides water to 29 public water agencies that serve 27 million Californians.

As the state prepares for a fourth dry year and continued extreme drought conditions in California, DWR will also assess requests for additional water that may be necessary for health and safety including minimum domestic, sanitation, and fire suppression needs.

“This early in California’s traditional wet season, water allocations are typically low due to uncertainty in hydrologic forecasting. But the degree to which hotter and drier conditions are reducing runoff into rivers, streams and reservoirs means we have to be prepared for all possible outcomes,” said DWR Director Karla Nemeth.

Lake Oroville, the State Water Project’s largest reservoir, ended Water Year 2022 about 400,000 acre-feet higher than the previous year, which was the lowest storage level on record. However, Oroville remains just 55 percent of average for this time of year.

DWR is conserving existing storage in Lake Oroville in the event dry conditions continue. The initial 5 percent allocation would be met by flows from winter storms entering the Delta as well as stored water in San Luis Reservoir. If storage levels in Lake Oroville improve as the wet season progresses, DWR will consider increasing the allocation if warranted. DWR is also working closely with senior water rights holders on the Feather River downstream of Lake Oroville to monitor conditions and assess water supply availability should dry weather persist.

“We are in the dawn of a new era of State Water Project management as a changing climate disrupts the timing of California’s hydrology, and hotter and drier conditions absorb more water into the atmosphere and ground. We all need to adapt and redouble our efforts to conserve this precious resource,” said Nemeth.

California traditionally receives half its rain and snow by the end of January. Water managers will reassess conditions monthly throughout the winter and spring. Starting in February, the assessments will incorporate snowpack data and runoff forecasts. For the second year in a row, DWR is broadening the deployment of more sophisticated technologies, such as aerial snow surveys, that can collect snow measurements farther upslope of the Sierra Nevada. This will improve forecasts of spring runoff into reservoirs.

Water managers will be monitoring how the wet season develops and whether further actions may be necessary later in the winter. If dry conditions persist, DWR may also pursue submission of a Temporary Urgency Change Petition (TUCP) and re-installation of the West False River Emergency Drought Salinity Barrier in the Sacramento-San Joaquin Delta.

Each year, DWR provides the initial State Water Project allocation by December 1 based on available water storage, projected water supply, and water demands. Allocations are updated monthly as snowpack and runoff information is assessed, with a final allocation typically determined in May or June.

The lowest initial SWP allocation was zero percent on December 1, 2021, with limited water designated only for any unmet human health the safety needs. Last year's final allocation was 5 percent plus unmet health and safety needs. Four of the 29 State Water Contractors ultimately requested and received additional health and safety water supply.

Resources

- [Latest on California's Drought Response](#)
- [Current Statewide Reservoir Conditions](#)
- [Save Our Water: Tips to Conserve Water During a Drought](#)

Contact:

Ryan Endean, Public Affairs, Department of Water Resources

media@water.ca.gov

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

IN THE MATTER OF DECLARING
A LOCAL EMERGENCY DUE TO
DROUGHT CONDITIONS /

RESOLUTION NO. **22-027**

WHEREAS, by Emergency Proclamations dated April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, California Governor Gavin Newsom declared a state of emergency in California that continues today and exists across all the counties of California, due to extreme and expanding drought conditions;

WHEREAS Governor Newsom further declared the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, and on farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and these drought conditions can result in degraded water quality, fallowing of productive farmland, setbacks to vulnerable and rural communities through job losses and longer-lasting recoveries, significant impacts to tribal, commercial, and recreational salmon fisheries, constraints on access to traditional lifeways, loss of aquatic and terrestrial biodiversity, and ecosystem impacts;

WHEREAS, Governor Newsom further declared that drought conditions vary across the State and that emergency conditions exist in some watersheds that are extremely dry and facing substantial water supply and ecosystem challenges;

WHEREAS, On March 28, 2022, Governor Newsom issued Executive Order N-7-22 declaring that since his October 19, 2021 Proclamation, early rains in October and December 2021 have given way to the driest January and February in recorded history for the watersheds that provide much of California's water supply;

WHEREAS, in Executive Order N-7-22, Governor Newsom further declared that the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to five percent (5%) of requested supplies;

WHEREAS, Kings County has experienced extremely low precipitation over the past three years and faces substantial water supply and ecosystem challenges based on extremely dry watersheds, reduced surface water distributions, and critically overdrawn water basins;

WHEREAS, on March 5, 2021, United States Department of Agriculture (“USDA”) Secretary, Tom Vilsack, designated 50 of California’s counties, including the County of Kings, as primary natural disaster areas due to a recent drought;

WHEREAS, since that time, Kings County has received precipitation well below its annual average;

WHEREAS, as of March 2, 2022, snow survey measurements by California Department of Water Resources show the regional snowpacks in the Sierra Nevada Mountain Range to be 58-68 percent of annual average;

WHEREAS, as of March 29, 2022, the Department of Water Resources reported that the statewide snowpack is 39 percent (39%) of annual average;

WHEREAS, the adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in County of Kings;

WHEREAS, it is necessary to expeditiously mitigate the effects of the drought conditions and address the water supply and ecosystem challenges within Kings County to ensure the protection of health, safety and the environment; and

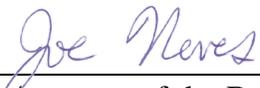
WHEREAS, local resources are inadequate to cope with the effects of these conditions.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code section 8550 et seq., due to drought conditions and its imposed substantial water supply and ecosystem challenges, this Board hereby declares a local emergency in Kings County.
2. During the existence of this local emergency, the powers, functions and duties of the Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.
3. The Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.
4. The Board of Supervisors hereby requests that the Governor declare a state of local emergency in Kings County due to the drought conditions and requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor Verboon, seconded by Supervisor Fagundes at a regular meeting held on the 1st day of April, 2022, by the following vote:

AYES: Supervisors: Verboon, Fagundes, Valle, Pedersen, Neves
NOES: None
ABSENT: None
ABSTAIN: None



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

IN WITNESS WHEREOF, I have set my hand this 1st day of April, 2022.



Clerk of said Board of Supervisors

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

IN THE MATTER OF CONTINUING
A DECLARATION OF LOCAL
EMERGENCY DUE TO
DROUGHT CONDITIONS _____ /

RESOLUTION NO. 22-046

WHEREAS, on April 1, 2022, the Kings County Board of Supervisors (“Board”) adopted Resolution 22-027 declaring a local emergency due to drought conditions within Kings County (“Drought Declaration”) based on minimal amounts of precipitation over the past three years as described in Governor Newsom’s Emergency Proclamations dated April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Order N-7-22;

WHEREAS, California and Kings County continue to receive precipitation well below their annual average;

WHEREAS, on April 1, 2022, the California Department of Water Resources reported that the regional snowpacks in the Sierra Nevada Mountain Range are thirty-eight percent (38%) of the annual average;

WHEREAS, as of May 3, 2022, the Department of Water Resources reported that the statewide snowpack has been reduced to twenty-nine percent (29%) of the annual average;

WHEREAS, as of May 3, 2022, the Department of Water Resources reported that the statewide average precipitation for the 2021-2022 rain year is seventy-four percent (74%) of the annual average;

WHEREAS, the drought conditions as stated herein persist in Kings County and are appearing to become more severe; and

WHEREAS, local resources are not adequate to cope with the continued and increasing drought-related impacts of these conditions on the County.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code Section 8630, the Board hereby renews and continues its April 1, 2022, declaration of a local emergency due to drought conditions in Kings County.

2. During the existence of this local emergency, the powers, functions and duties of the Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.

3. The Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.

4. The Board of Supervisors hereby requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor Fagundes, seconded by Supervisor Verboon at a regular meeting held on the 24th day of May, 2022, by the following vote:

AYES: Supervisors: Fagundes, Verboon, Valle, Pedersen, Neves
NOES: None
ABSENT: None
ABSTAIN: None

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

IN WITNESS WHEREOF, I have set my hand this 24th day of May, 2022.

Catherine DeArnell
Clerk of said Board of Supervisors

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

IN THE MATTER OF CONTINUING
A DECLARATION OF LOCAL
EMERGENCY DUE TO
DROUGHT CONDITIONS _____ /

RESOLUTION NO. 22-053

WHEREAS, on April 1, 2022, the Kings County Board of Supervisors (“Board”) adopted Resolution 22-027 declaring a local emergency due to drought conditions within Kings County (“Drought Declaration”), based on minimal amounts of precipitation over the past three years as described in Governor Newsom’s Emergency Proclamations dated April 12, 2021; May 10, 2021; July 8, 2021; and October 19, 2021; and in Executive Order N-7-22;

WHEREAS, on May 24, 2022, the Board adopted Resolution 22-045, reaffirming the continued drought conditions continuing the declaration of a state of emergency within the county;

WHEREAS, California and Kings County continue to receive precipitation well below their annual average;

WHEREAS, as of June 14, 2022, the Department of Water Resources reported that the statewide snowpack has been reduced to zero percent (0%), 39 days ahead of the annual average zero-percent date of July 23;

WHEREAS, as of July 1, 2022, the Department of Water Resources reported that the statewide average precipitation for the 2021-2022 rain year is seventy-four percent (74%) of the annual average, having not increased since the Board’s adoption of Resolution 22-046;

WHEREAS, on May 24, 2022, California’s State Water Resources Control Board (“SWRCB”) adopted additional emergency water conservation regulations, which went into effect on June 10, 2022;

WHEREAS, the drought conditions as stated herein persist in Kings County and are appearing to become more severe; and

WHEREAS local resources continue to be inadequate to cope with the continued and increasing drought-related impacts of these conditions on the County.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code Section 8630, the Board hereby renews and continues its May 24, 2022, declaration of a local emergency due to drought conditions in Kings County.
2. During the existence of this local emergency, the powers, functions and duties of the County Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.
3. The County Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.
4. The Board of Supervisors hereby requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor Verboon, seconded by Supervisor Pedersen at a regular meeting held on the 19th day of July, 2022, by the following vote:

AYES: Supervisors: Verboon, Pedersen, Valle, Nevves
NOES: None
ABSENT: Supervisors: Fagundes
ABSTAIN: None



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

IN WITNESS WHEREOF, I have set my hand this 19 day of July, 2022.



Clerk of said Board of Supervisors

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

IN THE MATTER OF CONTINUING
A DECLARATION OF LOCAL
EMERGENCY DUE TO
DROUGHT CONDITIONS _____ /

RESOLUTION NO. 22-065

WHEREAS, on April 1, 2022, the Kings County Board of Supervisors (“Board”) adopted Resolution 22-027 declaring a local emergency due to drought conditions within Kings County (“Drought Declaration”), based on minimal amounts of precipitation over the past three years as described in Governor Newsom’s Emergency Proclamations dated April 12, 2021; May 10, 2021; July 8, 2021; and October 19, 2021; and in Executive Order N-7-22;

WHEREAS, on May 24, 2022, and July 19, 2022, the Board adopted Resolutions 22-046 and 22-053, reaffirming the continued drought conditions continuing the declaration of a state of emergency within the county;

WHEREAS, California and Kings County continue to receive precipitation well below their annual average;

WHEREAS, as of June 14, 2022, the Department of Water Resources reported that the statewide snowpack has been reduced to zero percent (0%), 39 days ahead of the annual average zero-percent date of July 23;

WHEREAS, as of August 23, 2022, the Department of Water Resources reported that the statewide average precipitation for the 2021-2022 rain year is seventy-four percent (74%) of the annual average, having not increased since the Board’s adoption of Resolution 22-046;

WHEREAS, as of August 23, 2022, the Department of Water Resources reported that the estimated statewide reservoir storage was sixty-eight percent (68%) of the historic average.

WHEREAS, on May 24, 2022, California’s State Water Resources Control Board (“SWRCB”) adopted additional emergency water conservation regulations, which went into effect on June 10, 2022;

WHEREAS, the drought conditions as stated herein persist in Kings County and are appearing to become more severe; and

WHEREAS local resources continue to be inadequate to cope with the continued and increasing drought-related impacts of these conditions on the County.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code Section 8630, the Board hereby renews and continues its May 24, 2022, and July 19, 2022, declarations of a local emergency due to drought conditions in Kings County.

2. During the existence of this local emergency, the powers, functions and duties of the County Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.

3. The County Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.

4. The Board of Supervisors hereby requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor Verboon, seconded by Supervisor Pedersen at a regular meeting held on the 13th day of September, 2022, by the following vote:

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



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

IN WITNESS WHEREOF, I have set my hand this 13th day of September, 2022.



Clerk of said Board of Supervisors

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

IN THE MATTER OF CONTINUING
A DECLARATION OF LOCAL
EMERGENCY DUE TO
DROUGHT CONDITIONS _____/

RESOLUTION NO. 22-074

WHEREAS, on April 1, 2022, the Kings County Board of Supervisors (“Board”) adopted Resolution 22-027 declaring a local emergency due to drought conditions within Kings County (“Drought Declaration”), based on minimal amounts of precipitation over the past three years as described in Governor Newsom’s Emergency Proclamations dated April 12, 2021; May 10, 2021; July 8, 2021; and October 19, 2021; and in Executive Order N-7-22;

WHEREAS, in response to Executive Order N-7-22, on May 24, 2022, California’s State Water Resources Control Board (“SWRCB”) adopted additional emergency water conservation regulations, which went into effect on June 10, 2022;

WHEREAS, on May 24, 2022, July 19, 2022, and September 13, 2022, the Board adopted Resolutions 22-045, 22-053, and 22-065, respectively, reaffirming the continued drought conditions and continuing the declaration of a state of emergency within the County;

WHEREAS, on June 14, 2022, the Department of Water Resources reported that the statewide snowpack has been reduced to zero percent (0%), 39 days ahead of the annual average zero-percent date of July 23;

WHEREAS, the Department of Water Resources reported that, for the 2021-2022 rain year that ended September 30, 2022, the statewide average precipitation was seventy-six percent (76%) of the annual average, and the estimated statewide reservoir storage was at sixty-nine percent (69%) of the historic average;

WHEREAS, California and Kings County continue to receive precipitation well below their annual average;

WHEREAS, as of October 18, 2022, the Department of Water Resources reported that the statewide average precipitation for the 2022-2023 rain year is six-hundredths of a percent (0.06%) of the annual average for that period;

WHEREAS, as of October 18, 2022, the Department of Water Resources reported that the estimated statewide reservoir storage was sixty-nine percent (69%) of the historic average;

WHEREAS, as of October 18, 2022, the Department of Water Resources reported that sixty-four percent (64%) of groundwater monitoring wells statewide are reporting levels below normal;

WHEREAS, the drought conditions as stated herein persist in Kings County and are appearing to become more severe; and

WHEREAS local resources continue to be inadequate to cope with the continued and increasing drought-related impacts of these conditions on the County.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code Section 8630, the Board hereby renews and continues its May 24, 2022, July 19, 2022, and September 13, 2022, declarations of a local emergency due to drought conditions in Kings County.

2. During the existence of this local emergency, the powers, functions and duties of the County Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.

3. The County Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.

4. The Board of Supervisors hereby requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor Verboon, seconded by Supervisor Valle at a regular meeting held on the 8th day of November, 2022, by the following vote:

AYES: Supervisors: Verboon, Valle, Pedersen, Fagundes, Neves
NOES: None
ABSENT: None
ABSTAIN: None



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

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2022.



Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Administration – Edward D. Hill
Board of Supervisors Office – Catherine Venturella

SUBJECT: REAPPOINTMENTS AND NEW APPOINTMENTS TO MULTIPLE
BOARDS

SUMMARY:

Overview:

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

Recommendation:

Approve twenty-one reappointments and two new appointments to multiple boards.

Fiscal Impact:

None.

Advisory Board Statement:

The Committee Coordinator for each committee, council, board recommends the reappointments as outlined today.

BACKGROUND:

The Kings County Board of Supervisors has jurisdiction over appointments to many committees and set those terms to expire on either June 30th or December 31st of any particular year. Normally the reappointments are brought in June and December of each year, but due to changes in staff in multiple departments some of the reappointments were missed and they have been included in this request to ensure the members can continue to serve in their positions. The members that expressed an interest in continuing to serve Kings County in their current capacity as members on these various committees are as follows:

(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

December 20, 2022

REAPPOINTMENTS AND NEW APPOINTMENTS TO MULTIPLE BOARDS

Page 2 of 4

BEHAVIORAL HEALTH ADVISORY BOARD

One (1) incumbent's term expires on December 31, 2022 on this Board, and he has expressed interest to be reappointed. The name, representation, original appointment date and new expiration date if their reappointment is approved are listed below.

First Name	Last	Representative/position	Original appt date	Term Ends
Ken	Baird	CAL/Family of Consumer	03/15/11	12/31/25

CITIZEN'S ADVISORY COMMITTEE FOR AVENAL PRISON AND CORCORAN PRISON

Three (3) incumbent's term expires on December 31, 2022 on this Board, and they have expressed interest to be reappointed. The names, representation, original appointment dates and new expiration date if their reappointment is approved are listed below.

First Name	Last	Representative/position	Original appt date	Term Ends
Esmeralda	Chavez	Avenal Prison/County	01/29/19	12/31/24
Darlene	Stacey	Avenal Prison/County	04/09/13	12/31/24
Debra	Kwast	Corcoran Prison/County	03/22/16	12/31/24

KINGS COUNTY FISH AND GAME COMMITTEE

Two (2) incumbent's term expires on December 31, 2022 on this Board, and they have expressed interest to be reappointed. The names, representation, original appointment dates and new expiration date if their reappointment is approved are listed below.

First Name	Last	Representative/position	Original appt date	Term Ends
Richard	Douglas	Seat #4	08/12/08	12/31/26
Heidi	Arroues	Seat #5	04/09/13	12/31/26

NEW- One (1) vacancy exists for the Seat #2 representative. The applicant has served as an alternate on the committee since 2014 and wishes to hold a primary seat, the committee members met and approved his request in April 2022 but the information didn't make it to the Board for appointment. The vacated alternate seat will be included in the 2023 local appointment listing. The name of the applicant, representation, and expiration date if approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Abel	Luevano	Seat #2	01/14/14	12/31/27

AGENDA ITEM
REAPPOINTMENTS AND NEW APPOINTMENTS TO MULTIPLE BOARDS
December 20, 2022
Page 3 of 4

KINGS IN-HOME SUPPORTIVE SERVICES ADVISORY COUNCIL

Four (4) incumbent's term expires on December 31, 2022 on this Board, and they have expressed interest to be reappointed. The names, representation, original appointment dates and new expiration date if their reappointment is approved are listed below

First Name	Last	Representative/position	Original appt date	Term Ends
Steven	Mendez	Auxiliary/KC Dem Co/CaDisCau	12/18/18	12/31/25
Marlene	Chambers	Regular Member	12/18/18	12/31/25
James	Mitchell, Jr	Reg Member/Family rec svcs	03/29/22	12/31/25
Luz	Cervantes	Reg Member/Provider	03/29/22	12/31/25

LAW LIBRARY BOARD OF TRUSTEES

Two (2) incumbent's term expires on December 31, 2022 on this Board, and they have expressed interest to be reappointed. Their name, representation, original appointment date, and new expiration date if their reappointment is approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Diane	Freeman	Board of Supervisors/rep	12/21/21	12/31/23
John	Umsheid	Member of the Bar	04/23/19	12/31/23

KINGS COUNTY HOMELESSNESS COLLABORATIVE

Eight (8) incumbents' terms expired on June 30, 2022 on this Collaborative, and they have expressed interest to be reappointed. Their name, representation, original appointment date, and new expiration date if their reappointments are approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Joe	Neves	Board of Supervisors	06/04/19	06/30/25
Lisa	Lewis	Behavioral Health Director	06/04/19	06/30/25
Rose Mary	Rahn	Public Health Director	02/07/22	06/30/25
Robert	Thayer	Sheriff's Office	06/04/19	06/30/25
Angie	Dow	KC Area Public Transit Agency	06/04/19	06/30/25
Jeff	Garner	Kings Community Action Org	06/04/19	06/30/25
Sandra	Jackson-Bobo	Housing Authority of Kings County	06/04/19	06/30/25
Lavena	Najera	K-14 Schools	02/11/20	06/30/25

One (1) vacancy exists for the Human Services Agency representative with a term expiring on June 30, 2025. The name of the applicant, representation, and expiration date if approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Wendy	Osikafo	Human Services Agency	09/20/22	06/30/25

AGENDA ITEM

REAPPOINTMENTS AND NEW APPOINTMENTS TO MULTIPLE BOARDS

December 20, 2022

Page 4 of 4

KINGS COUNTY PLANNING COMMISSION

One (1) incumbent's term expired on June 30, 2022 on this Commission, and they have expressed interest to be reappointed. Their name, representation, original appointment date, and new expiration date if their reappointments are approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Steven	Dias	District 5	07/29/14	06/30/26



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Department of Finance – James Erb

SUBJECT: SALE OF TAX-DEFAULTED PROPERTY AT A PUBLIC INTERNET AUCTION

SUMMARY:

Overview:

In accordance with Chapter 7, Part 6, of Division 1 of the California Revenue and Taxation Code, and with the approval of the Board of Supervisors, the Tax Collector, also known as the Director of Finance, has the authority to sell at public auction tax-defaulted property that is subject to the Tax Collector's power of sale. Properties become subject to the Tax Collector's power of sale if they have been declared tax defaulted for five years or longer. Tax-defaulted properties are subject to the power of sale by the Tax Collector in accordance with California Revenue and Taxation Code Section 3691 for nonpayment of delinquent taxes. In addition to mailing notices to each owner, Public Notices were published in June 2022.

Recommendation:

- a. Approve the "Request to Sell Tax-Defaulted Property Subject to the Power of Sale" at a public internet auction and the "Authorization and Report of Sales," which lists the properties;
- b. Authorize the Assistant Finance Director to reduce the minimum bid price if no bids are received during the initial auction;
- c. Approve the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with notification to parties of interest.

Fiscal Impact:

The minimum bid for auctioned properties is set so that the County recovers the cost of the sale and can pay the outstanding delinquent taxes levied against the sold properties. The Tax Collector would recover an estimated \$244,500 in taxes, fees, penalties, and interest if all properties were sold at the tax sale for the minimum bids listed in the Authorization report attached.

(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

SALE OF TAX-DEFAULTED PROPERTY AT A PUBLIC INTERNET AUCTION

December 20, 2022

Page 2 of 2

BACKGROUND:

A “Notice of the Power to Sell Tax-Defaulted Property” (Notice) is recorded after a property has entered default for failure to pay property taxes that were initially assessed at least five or more years ago. Although installment payment plans exist to help property owners avoid a Notice, the property owner must request to enter a plan prior to the Notice being recorded. After the Notice is recorded, the property owner can only redeem the property by paying the delinquent taxes and any outstanding costs in full. This final payment can be done any time before the close of business on the last business day prior to the date the property is to be sold at auction. Properties subject to the Tax Collector’s power of sale are listed on the “Authorization and Report of Sales” form, which is attached.

The Tax Collector intends to sell the properties at a public internet auction as allowed under Revenue and Taxation Code § 3692.2 for at least the minimum bid price listed in the “Authorization and Report of Sales.” The minimum bid prices are calculated pursuant to Revenue and Taxation Code Section 3698.5 to recover the cost of the sale and delinquent taxes owed on each property. If the purchase price exceeds the redemption amount plus sale costs, the parties of interest are notified of their right to claim the excess proceeds. Parties of interest include the property owners and lienholders of record, which are determined by the County’s contracted title search provider.

Where property has been offered for sale at least once, and no acceptable bids were received at the minimum bid price, Revenue and Taxation Code Section 3698.5(c) allows the Tax Collector, with the Board’s approval, to re-offer the property at the next scheduled sale for a new minimum price. The new minimum price will be one that the Tax Collector deems appropriate in light of the most current assessed valuation of that property or any unique circumstance with respect to the property. The up-coming public internet auction will include one (1) parcel re-offered at a reduced minimum bid. This parcel is notated as a “RE-OFFER” on the attached “Authorization and Report of Sales” form.

The Board has the authority to either approve or disapprove the proposed sale in its entirety, or delete specific parcels and approve the sale of the remaining parcels. Following approval, however, the Board may not delete, withdraw, or withhold properties from the public auction, nor rescind its approval for sale. The next public internet auction via www.govease.com is tentatively scheduled to begin on March 09, 2023 and end on March 14, 2023.

Your consideration for approval of the request to sell tax-defaulted property is respectfully requested.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Department of Public Works – Dominic Tyburski/Mitchel Cabrera
SUBJECT: SUMMARY VACATION OF A PORTION OF AN 18 FOOT ACCESS
EASEMENT ACROSS PARCEL 2 OF BOOK 18 PAGE 9 OF PACEL MAPS

SUMMARY:

Overview:

The Public Works Department asks that the Board approve the attached resolution ordering the summary vacation of excess right-of-way not required for County Street or highway purposes.

Recommendation:

Adopt the Resolution of Summary Vacation ordering the abandonment of an 18 Foot Access Easement across Parcel 2 of Book 18 Page 9 of Parcel Maps and being within Section 36, Township 17 South, Range 21 East. MDB&M in the County of Kings, California.

Fiscal Impact:

This project will not financially impact the County.

BACKGROUND:

The applicant, Oscar Torres and Carolina Sevilla along with the Kings River-Hardwick School District have requested that an 18 Foot Access Easement across Parcel 2 shown on Book 18 Page 9 of the Parcel Maps be abandoned for the purpose of making future improvements to the King River-Hardwick Elementary School. The Streets and Highways Code allows for the summary vacation of roads that are excess rights-of-way of a street or highway not required for street or highway purposes or are portions of a street or highway that lies within one property under one ownership and that does not continue through such ownership or end touching property of another. This Access Easement is used to provide access to Parcel 1 of Book 18 Page 9. The Kings River-Hardwick School District will provide a separate access easement to Parcel 1 through an agreement with the property owner. Once the future easement is dedicated, the new easement and resolution to vacate will be recorded with the Kings County Clerk Office. The attached resolution has been reviewed by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

EXHIBIT A
Property Description

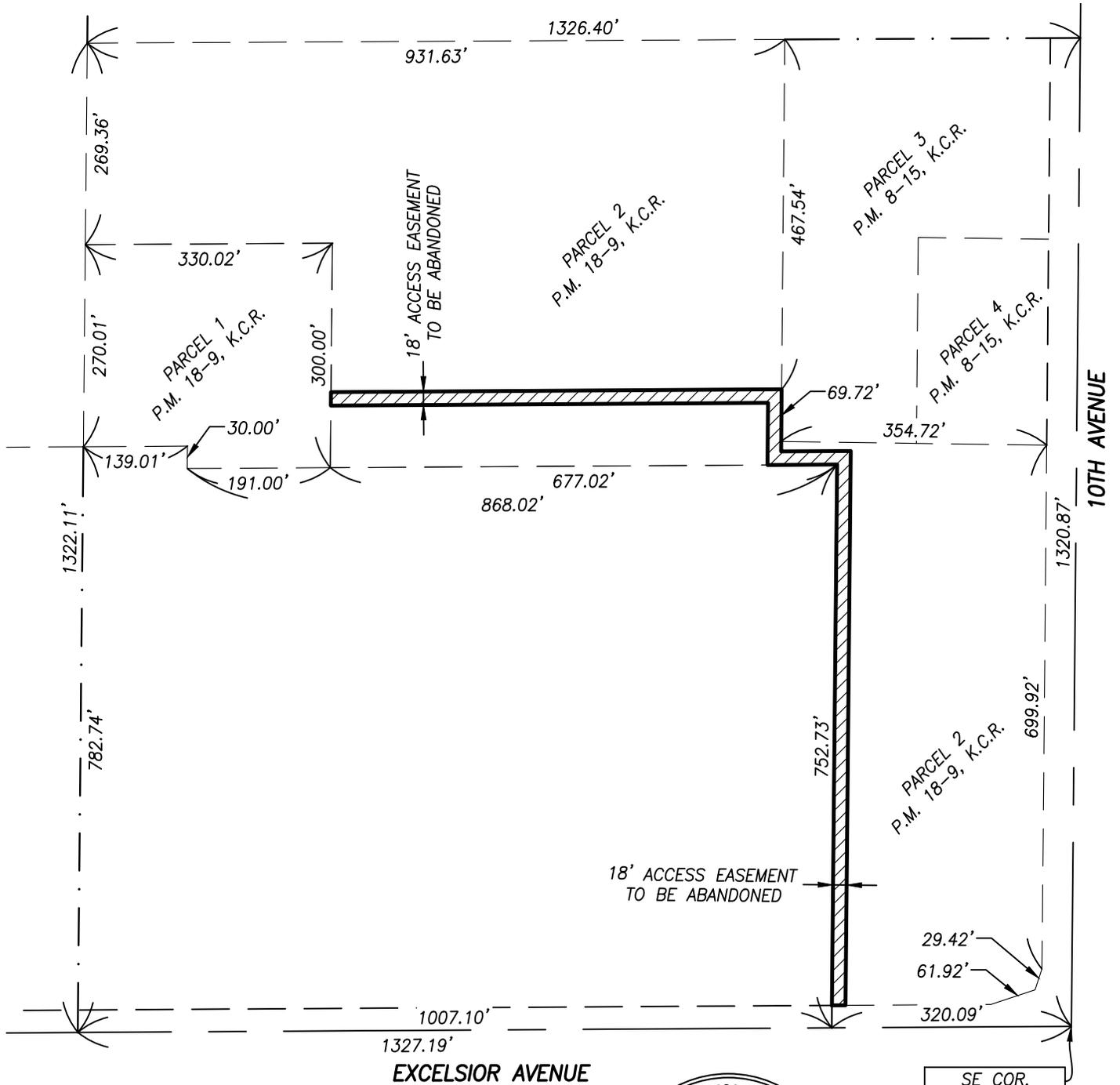
Easement being Abandoned

An access easement offered for dedication across Parcel 2 as shown on a Parcel Map recorded in Book 18 at Page 9 of Parcel Maps in the office of the Kings County Recorder on July 19, 2006, said easement was accepted by the Kings County Board of Supervisors on June 13, 2006.

Description:

An easement described as "18' ACCESS EASEMENT OFFERED FOR DEDICATION" being depicted on Parcel 2 of a Parcel Map recorded in Book 18 at Page 9 of Parcel Maps in the office of the Kings County Recorder and being within Section 36, Township 17 South, Range 21 East. MDB&M in the County of kings, State of California

EXHIBIT "A-1"



SE COR.
SEC. 36-17/21



**ZUMWALT
HANSEN INC.**
A QI Company

609 N. Irwin St.
Hanford, CA 93230
Office: (559) 582-1056
Fax: (559) 584-4143

ACCESS EASEMENT ABANDONMENT

Job No. 220191
 Drawn By: MO
 Checked By: JZ
 Indexed By: _____
 Date: 6/16/2022

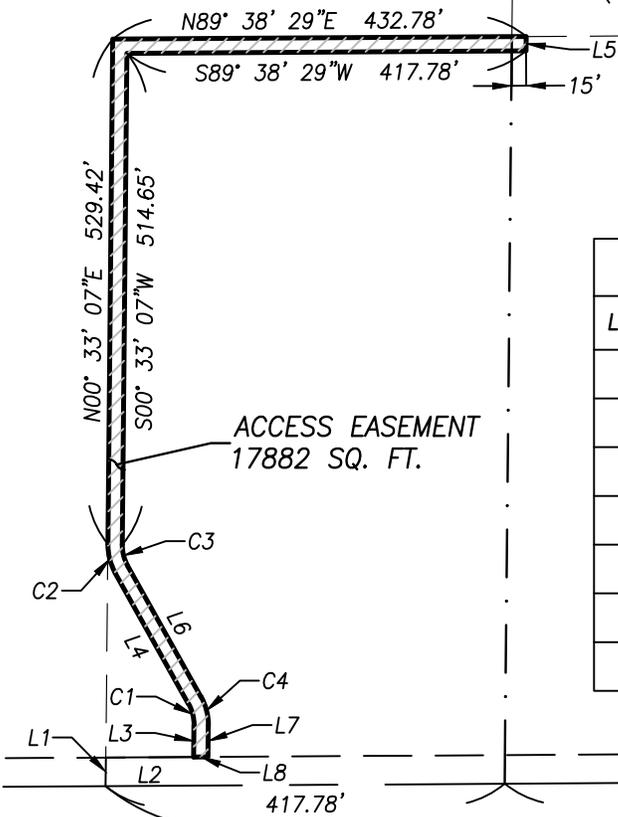
Sheet No.
1 of 1

EXHIBIT "A-1"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	23.36'	45.00'	29° 44' 42"
C2	31.15'	60.00'	29° 44' 42"
C3	23.36'	45.00'	29° 44' 42"
C4	31.15'	60.00'	29° 44' 42"

PARCEL 2
P.M. 18-9, K.C.R.

PARCEL 1
P.M. 18-9, K.C.R.

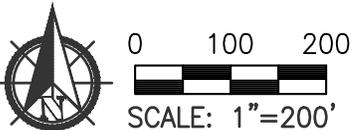


LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.00'	N00° 33' 07"E
L2	91.84'	N89° 38' 47"E
L3	33.24'	N00° 33' 07"E
L4	157.20'	N29° 11' 35"W
L5	15.00'	S00° 33' 07"W
L6	157.20'	S29° 11' 35"E
L7	33.00'	S00° 33' 07"W

10TH AVENUE

EXCELSIOR AVENUE

SE COR.
SEC. 36-17/21



**ZUMWALT
HANSEN** INC.
A QI Company

609 N. Irwin St.
Hanford, CA 93230
Office: (559) 582-1056
Fax: (559) 584-4143

**15' WIDE ACCESS EASEMENT TO
BENEFIT PARCEL 1, P.M. 18-9, K.C.R.
for
KINGS RIVER-HARDWICK SCHOOL**

Job No. 220191
Drawn By: MO
Checked By: JZ
Indexed By: _____
Date: 6/16/2022

Sheet No.
1 of 1

C:\Users\mike.oliveira\Desktop\220376 plans.dwg, 6/16/2022 2:05:53 PM, Plotted by MBO

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

IN THE MATTER OF ORDERING
THE SUMMARY VACATION OF A
RIGHT OF WAY ACCEPTED ON BEHALF
OF THE GENERAL PUBLIC OVER AND
ACROSS PARCEL 2 OF A PARCEL MAP
RECORDED IN BOOK 18 AT PAGE 9 OF
PARCEL MAP, KCR, ALL IN SECTION
36, T 17 S, R21 E MDB&M /

RESOLUTION NO. _____

WHEREAS, the purpose of the Right-of-Way was to provide access to Parcel 1 as shown on said Parcel Map, and

WHEREAS, said Right-of-Way has been replaced by a suitable replacement across adjoining property and is therefore no longer required for property access, and

WHEREAS, California Streets and Highways Code section 8334 allows the county to summarily vacate an excess right-of-way not required for street or highway purposes.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board of Supervisors hereby finds as follows:
 - a. The summary vacation of said Right-of-Way as described above is made under Chapter 4 of Part 3 of Division 9 of the California Streets and Highways Code (commencing with Section 8330 thereof).
 - b. Said Right-of-Way is an excess right -of-way of a street or highway not required for street or highway purposes, alternative access has been provided, and none of the circumstances stated in Streets and Highways Code Section 8330(b)(1) or (2) applies.
 - c. There are no in-place public utility facilities that would be affected by the vacation.
 - d. Acting as the planning agency for the County pursuant to Government Code Section 65402, the Board of Supervisors has determined that the vacation is consistent with the County's General Plan because it will not interfere with any of the policies or goals thereof, including by interfering with the circulation system described in the Circulation Element of the General Plan.
 - e. The Board of Supervisor's action in vacating the Right-of-Way is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to

CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) in that it can be seen with certainty that vacating a minor right-of-way providing access to a single parcel will not have a significant environmental effect, and none of the circumstances in CEQA Guidelines Section 15300.2 applies.

2. Pursuant to provisions of Sections 8334 and 8335 of the Streets and Highways Code, above said Right-of-Way as more particularly described in Exhibit A hereto and more particularly depicted in a drawing attached hereto as Exhibit A-1, is hereby summarily vacated
3. A certified copy of this resolution shall be recorded in the Office of the Kings County Recorder, and from the date of such recording, said Right-of-Way hereby summarily vacated shall no longer constitute a public street or right-of-Way.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

WITNESS my hand and seal of said Board of Supervisors this ____ day of _____, 2022.

Catherine Venturella, Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: CENTRAL SERVICES - GENERATOR REPLACEMENT PROJECT
SUMMARY:

Overview:

On September 20, 2022, the Board approved the bids request package and authorized advertisement of the Central Services – Generator Replacement project. On October 21, 2022, two (2) bids were submitted, which were considered responsive and responsible; however, both bids significantly exceeded the available funding allocated for the project.

Recommendation:

Reject all previous bids submitted for the Central Services – Generator Replacement project.

Fiscal Impact:

Project allocation is \$395,000 and will be provided by the Accumulative Capital Outlay fund, as included in the adopted Fiscal Year 2022-2023 Budget in Budget Unit 700000, Account 94000, Project 070040.

BACKGROUND:

Kings County Dispatch and Information Technology are served by two (2) generators which have been in service since construction of the Government Center in 1974. The original design was to have one generator supply emergency power to both departments which allows the generators to have redundant emergency power in case one of the generators fail. Throughout time, the load demand has increased above the capacity of just one unit, therefore both generators are in service to supply emergency power leaving the system vulnerable with the lack of redundancy. These generators have been in service almost 50 years and need to be replaced with tier four units. On October 21, 2022, two (2) bids were submitted for the Central Services - Generator Replacement project. The bids submitted were roughly three times the allocated budget for the project.

(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

CENTRAL SERVICES - GENERATOR REPLACEMENT PROJECT

December 20, 2022

Page 2 of 2

The two (2) submitted bids were as follows:

- | | |
|----------------------------|----------------|
| 1. PC, Inc. | \$1,050,000.00 |
| 2. Proterra Builders, Inc. | \$1,128,000.00 |

The Department of Public Works will explore new alternatives for the replacement of the existing two (2) generators and present before your board to re-advertise the project at a future 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 December 20, 2022

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: RESOLUTION WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

SUMMARY:

Overview:

Over the past 20 years, the Sheriff's Office has annually received approval from the Board of Supervisors to receive Boating Safety and Enforcement (BS&E) financial aid from the California Department of Parks and Recreation, Division of Boating and Waterways to conduct boating safety and enforcement activities in Kings County.

Recommendation:

- a. Adopt a Resolution authorizing the participation in the Boating Safety and Enforcement Financial Aid Program;
- b. Authorize the Sheriff to sign the application for participation.

Fiscal Impact:

This will reduce the impact on the Fiscal Year 2023-2024 General Fund by \$75,017. The expenses and revenue related to this program are included in Budget Unit 222000. This program is also funded from boat taxes collected each fiscal year. Per the requirements of this program, the County must demonstrate that the local boat taxes are expended prior to receiving the financial aid from the state.

BACKGROUND:

The purpose of the BS&E Financial Aid Program is to provide State financial aid to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund BS&E programs. Local participation in the program is entirely voluntary. Any local agency may opt not to participate in the program if they choose

(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 WITH THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS

December 20, 2022

Page 2 of 2

to spend their boat taxes on activities other than boating safety and enforcement activities. The funds will be used to offset the manpower costs associated with patrolling the Kings River. These funds will also reimburse the County for equipment purchases and repairs associated with patrolling the Kings River and its tributaries.

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

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

IN THE MATTER OF AUTHORIZING THE
KINGS COUNTY SHERIFF'S OFFICE TO
APPLY FOR AND PARTICIPATE IN THE
BOATING SAFETY AND ENFORCEMENT
FINANCIAL AID PROGRAM AS OPERATED
BY THE CALIFORNIA DEPARTMENT OF
PARKS AND RECREATION,
DIVISION OF BOATING AND WATERWAYS
FOR FISCAL YEAR 2023-2024 _____ /

RESOLUTION NO. _____

WHEREAS, the Kings County Sheriff's Office ("Sheriff") performs boating safety and enforcement activities as set forth in Section 6593.3 of Title 14 of the California Code of Regulations ("Section 6593.3"); and

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways ("Department") operates a Boating Safety and Enforcement Financial Aid Program ("Program") for local agencies that perform boating safety and enforcement activities as set forth in Section 6593.3; and

WHEREAS, acceptance of funding under the Program requires the County of Kings ("County") to comply with the requirements of Section 663.7 of the Harbors and Navigation Code; and

WHEREAS, the Sheriff would like to participate in the Department's Program to augment the revenues received by the County of Kings ("County") for boating safety and enforcement activities.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Sheriff may apply for and participate in the Program as operated by the Department to augment the revenues received by the County for boating safety and enforcement activities.

2. The Sheriff of Kings County, David Robinson, or his designee, may sign the agreement with the Department to participate in the Program for Fiscal Year 2023-2024, submit invoices for reimbursement, and receive reimbursement under the Program for boating safety and enforcement activities.

3. As required under Section 663.7, subdivision (e) of the Harbors and Navigation Code, the County shall expend an amount for boating safety programs during

Fiscal Year 2023-2024 that will be not less than one hundred percent (100%) of the amount received by the County from personal property taxes on vessels.

4. Funding allocated to the County pursuant to Section 663.7, subdivision (a) of the Harbors and Navigation Code shall only be used for the boating safety and enforcement programs as specified therein and conducted within the County.

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

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

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

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

Clerk of said Board of Supervisors

COUNTY OF KINGS BOARD OF SUPERVISORS

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



AGENDA ITEM December 20, 2022

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: FIRST AMENDMENT TO THE AGREEMENT WITH PRAESES, LLC.

SUMMARY:

Overview:

The Sheriff's Office requests to sign Amendment no. 1 to the Agreement with Praeses, LLC. The original agreement indicated that the original agreement would extend for two years if written notice was not received which no party sent such notice. The current agreement is in effect and this is an added amendment.

Recommendation:

Approve Amendment No. 1 to the Agreement with Praeses, LLC. retroactively effective from September 1, 2022 through December 1, 2024.

Fiscal Impact:

No impact to the General Fund. The Kings County Sheriff's Office shall pay Praeses, LLC. a monthly management flat fee of \$5,964 of the total monies and economic benefits paid by the Inmate Calling Solutions to the Sheriff's Office. Inmate Callings solutions provides communication services to the inmates at the Kings County Jail. The monies owed will be paid by the Inmate Welfare Fund.

BACKGROUND:

On January 14, 2020 the Board approved an agreement with Praeses, LLC for inmate communication services, consulting, management, market intelligence and reconciliation services. Praeses provides the Kings County Sheriff's Office with a point of contact for all inmate communications services issues. Inmate communications include inmate telephone service, video visitation, correctional-grade tablets, kiosks, electronic messaging, inmate media, entertainment, and education services. Amendment no. 1 changes the monthly management fee of 10.97% to a flat rate fee of \$5,964 a month. The change is due to the regulatory changes enacted by the

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FIRST AMENDMENT TO THE AGREEMENT WITH PRAESES, LLC.

December 20, 2022

Page 2 of 2

California Public Utilities Commission and the Federal Communications Commission to mandate certain rate caps for inmate telephone services and ancillary service charges. The Amendment has been reviewed and approved by County Counsel.

Amendment No. 1

To Agreement No. 19-107

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF KINGS AND PRAESES, LLC
FOR INMATE COMMUNICATION SERVICES, CONSULTING, MANAGEMENT, MARKET
INTELLIGENCE, AND RECONCILIATION SERVICES**

This First Amendment ("First Amendment") is effective as of September 1, 2022 ("First Amendment Effective Date") between the County of Kings, a political subdivision of the State of California ("Customer"), and Praeses, LLC ("Praeses").

RECITALS

WHEREAS, on December 1, 2019, Customer and Praeses entered into an Agreement to provide certain inmate communication services, consulting, management, market intelligence, and reconciliation services;

WHEREAS, the parties hereby acknowledge the financial impact of the regulatory changes enacted by the California Public Utilities Commission ("CPUC") and the Federal Communications Commission ("FCC") issuance of its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements;

WHEREAS, the parties hereby agree that compensation paid by Customer to Praeses shall be revised from a monthly percentage-based revenue share payment structure to a flat monthly fee for services provided.

NOW, THEREFORE, for good and mutual consideration, the sufficiency of which is acknowledged, Customer and Praeses hereby amend the Agreement as follows:

1. **SECTION II: COMPENSATION AND REPORTING** is hereby deleted in its entirety and replaced with the following:

From the Effective Date of this Agreement through August 31, 2022, Customer shall pay Praeses a monthly management fee of 10.97% of the total monies and economic benefits paid by Inmate Communication Service Provider(s) ("Vendor") to Customer. Economic benefits include, without limitation, any monetary payments such as commissions, signing bonuses, technology grants, or reimbursements and any in-kind compensation such as, but not to be limited to, computer hardware, RFID equipment, tablets, kiosks and/or other tangible reimbursements generated based on the revenues generated by inmate communications.

Effective with the First Amendment Effective Date, Customer shall pay Praeses a flat rate fee of \$5,964.21 per month of the total monies and economic benefits paid by Inmate Communication Service Provider(s) ("Vendor") to Customer. Economic benefits include, without limitation, any monetary payments such as commissions, signing bonuses, technology grants, or reimbursements and any in-kind compensation such as, but not to be limited to, computer hardware, RFID equipment, tablets, kiosks and/or other tangible reimbursements generated based on the revenues generated by inmate communications. The flat monthly management fee described above will be deducted monthly from the revenue share payment received by Praeses from Customer's Vendor(s). If the monthly revenue share payment received from Customer's Vendor(s) is not equal to or greater than Praeses' flat monthly management fee, Praeses will invoice Customer for the difference between the revenue share payment(s) received and the flat monthly management fee.

In the event Customer requests Praeses to collect on past due amounts ("historical reconciliation compensation"), Customer shall pay Praeses a rate of thirty-three and a third percent (33.33%) of all

historical reconciliation compensation recovered and paid to Customer (“collection fees”). If Customer requests this service but ultimately does not collect any historical reconciliation compensation because Customer elects not to use reasonable business means to pursue identified historical reconciliation compensation, then Customer will pay Praeses a rate of fifteen percent (15%) of the identified historical reconciliation compensation for Praeses’ efforts (“management fees”). Historical reconciliation compensation includes, but is not limited to, specific anomalies in revenue or commissions due Customer but not initially reported or paid by a Vendor prior to the effective date of this Agreement, which results in compensation due the Customer.

Praeses will provide, modify or revise monthly revenue reporting to Customer in a mutually agreed-upon format. The collection and management fees described above will be deducted monthly from the payment remitted by Praeses to Customer along with the monthly reports. Praeses will remit to Customer on a mutually agreed-upon date following the receipt month of commissions and traffic reports from the contracted Vendor(s).

2. **Section VII. NOTICE** is hereby deleted in its entirety and replaced with the following:

Any notice, demand, request, consent, or approval that either party hereto is required to give the other pursuant to this Amendment shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO CUSTOMER:

Kings County Sheriff’s Office
Attn: Dave Putnam, Assistant Sheriff
1444 W. Lacey Blvd
Hanford, CA 93230
Dave.Putnam@co.kings.ca.us

TO PRAESES:

Praeses, LLC
Attn: Matt King, Director
330 Marshall Street, Suite 800
Shreveport, LA 71101
matt.king@praeses.com
CC: Drew Smith (at same address)
drew.smith@praeses.com

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the day and year first shown above.

COUNTY OF KINGS

By _____ (Name)
_____ (Title)

Date: _____

PRAESES, LLC

By  _____ (Name)
President _____ (Title)

Date: 09/09/22

APPROVED AS TO INSURANCE

By  _____ (Name)
Risk Manager _____ (Title)

Date: 12/13/2022

APPROVED AS TO FORM

By:  _____
County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Administration – Edward D. Hill/Kyria Martinez

SUBJECT: AGREEMENT EXTENSION FOR FEDERAL LEGISLATIVE ADVOCATE SERVICES

SUMMARY:

Overview:

Kings County has contracted for Legislative Advocacy at the federal level for the past fifteen years. To continue this relationship, a one-year contract amendment with the current consultant, Paragon Government Relations, Inc. (PGR), through December 31, 2023 is requested. The County entered into a new agreement with Paragon on January 2022 and is current active, this amendment would extend the contract for an additional four years.

Recommendation:

Approve the first Amendment with Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County through December 31, 2026.

Fiscal Impact:

The cost of the Agreement is for an amount not to exceed \$7,648 monthly through December 31, 2023. For the following year, January 1, 2024 through December 31, 2024 the amendment would increase by 2% to \$7,617 monthly. From January 1, 2025 through December 31, 2025 there would be no increase with a monthly rate of \$7,167. From January 1, 2026 through December 31, 2026 there would be a 2% increase with a monthly rate of \$7,769 monthly. The contract cost is reflected in the Fiscal Year 2022-2023 Adopted Budget for the County Administration budget 111000.

BACKGROUND:

Kings County first contracted with PGR (previously known as Waterman & Associates) beginning on January 1, 2007. The firm provides professional federal advocacy on behalf of Kings County, which includes representation of the County's interests before Congress and federal agencies. PGR specializes in representing county interests and has done so for over three decades. Paragon has worked effectively with Kings County over the years to establish legislative and regulatory priorities, assist with strategic planning, and advocate to advance and protect the County's interests at the federal level.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AGREEMENT EXTENSION FOR FEDERAL LEGISLATIVE ADVOCATE SERVICES

December 20, 2022

Page 2 of 2

As the County's eyes and ears in the nation's capital, the firm keeps a close watch on congressional and regulatory activities. They work closely with the CAO's office on how best to respond to federal activity, as well as how to navigate complex policy and political debates. When appropriate, Paragon will draft official correspondence on behalf of the Board.

In addition, PGR provides the County with a number of written federal updates, including a weekly legislative outlook when Congress is in session, as well as a quarterly report detailing recent legislative and regulatory activities.

Paragon also provides frequent and targeted information to the Board, including a detailed analysis of legislative proposals and regulations that may impact the County.

Many of the funding opportunities available through the State would not be available if the programs were not first adequately funded at the federal level.

Paragon Government Relations has helped schedule and coordinate meetings for County officials with key members of Congress, committee staff, and federal agency officials. Among other things, the firm drafts issue briefs and other pertinent documentation that help advance the County's priorities. Following these meetings, the Paragon team conducts the necessary follow-up with congressional staff and agency officials.

While there may be other associations and groups that advocate on similar issues, Paragon has a direct line of communication to the County's congressional delegation, as well as the expertise and knowledge, to know how to respond on behalf of the Board. In addition, the team at PGR has an outstanding relationship with the County's congressional representatives.

The County's presence at the federal level since 2007 has been significantly enhanced by its partnership with PGR.

On December 13, 2022 staff presented an amendment for the Paragon contract and during that Board meeting staff was directed to negotiate additional terms than the one year that was originally proposed.

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND PARAGON GOVERNMENT RELATIONS**

This first amendment to that Agreement commencing on January 1, 2022, (“Amendment I”) is made on the _____ day of, December 2022, by and between the County of Kings (“County”) and Paragon Government Relations (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the County and Contractor entered into that Agreement commencing January 1, 2022, for professional federal advocacy and related services on behalf of Kings County;

WHEREAS, as set forth on Page 4 of that Agreement, the parties may modify the Agreement by a written document duly signed by the County and the President and Vice President of Contractor; and

WHEREAS, the parties intend to modify this Agreement to extend its term for four additional years.

NOW, THEREFORE, the parties agree as follows:

1. Section III titled “DURATION OF AGREEMENT” shall be amended as follows:

This Agreement shall commence on January 1, 2023, and continue through December 31, 2026. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

2. Section IV titled “CONSIDERATION” shall be amended as follows:

As consideration for the services to be provided by PGR, Kings County shall pay PGR a monthly fee as follows:

\$7,468 monthly during the period of January 1, 2023 through December 31, 2023
\$7,617 monthly during the period of January 1, 2024 through December 31, 2025
\$7,769 monthly during the period of January 1, 2026 through December 31, 2026.

Direct expenses incurred by PGR on behalf of Kings County will be reimbursed by receipts, including travel approved by the County, as well as incidental costs such as taxicabs, etc.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON PAGE TO FOLLOW

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

COUNTY OF KINGS

PARAGON GOVERNMENT RELATIONS

By: _____
Joe Neves, Chair

By:  _____
Joe Krahn, President

ATTEST

By:  _____
Tom Joseph, Vice President

By: _____
Catherine Venturella, Clerk to the Board

**APPROVED BY RISK MANAGEMENT
AS TO INSURANCE**

By:  _____
Sarah Poots, Risk Manager

APPROVED AS TO FORM:

By:  _____
Diane Freeman, County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Administration – Edward D. Hill/Domingo C. Cruz

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR A DEVELOPMENT
AND BUILDING FACILITIES IMPACT FEE JUSTIFICATION STUDY

SUMMARY:

Overview:

The Mitigation Fee Act, Government Code § 66000 et. seq. provides for the use of impact fees, also known as public facility fees, to offset the impact of growth on government facilities. In order to continue to collect the fees at the building permit stage of development, the Board is requested to enter into a six-month professional services agreement with Willdan Financial Services to provide the County with the required development and building facilities impact fee study. This is in accordance with the requirements of the Mitigation Fee Act, and the newly effective, as of January 1, 2022, Assembly Bill 602 Development Fees, which now requires the study to be every eight years instead of every ten years.

Recommendation:

- a. Approve an Agreement with Willdan Financial Services to provide the County with the required development and building facilities impact fee study;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The total amount of the agreement is \$59,265. It will be funded from Public Facility Fee (PFF) Administration, Budget Unit 187306, Account 92037 (Professional & Special Services). The PFF Administration, Fund 200026, Account 10000 (Cash in Treasury), will provide \$24,000, and the Contingencies for General, Budget Unit 990000, Account 99000 (Appropriation for Contingencies) in the amount of \$35,265.

BACKGROUND:

The Mitigation Fee Act, provides for the establishment and ongoing administration of public facilities fee programs (“Impact Fees”). Ordinance No. 633, pertaining to Development Impact Fees, was introduced immediately following a public hearing on June 14, 2005 to the Board of Supervisors. This Ordinance allows

(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

PROFESSIONAL SERVICES AGREEMENT FOR A DEVELOPMENT AND BUILDING FACILITIES IMPACT FEE JUSTIFICATION STUDY

December 20, 2022

Page 2 of 2

the County to collect fees for the facilities that are affected by new residential, commercial, and industrial development in the county, which are placing increasing demands on a variety of county facilities. These facilities include Public Protection, Fire, Library, Animal Control, and Sheriff's Patrol and Investigation. The Board adopted the Ordinance on June 21, 2005, and the Development Impact Fees became effective on August 22, 2005. In 2015, a new required development and building facilities impact fee study took place, and the Board reestablished the impact fees based on that study on January 5, 2016.

Each year since 2005, as required by the Mitigation Fee Act, the Board has held a public hearing to adopt a resolution to update the construction schedule, to consider adjustments in the Impact Fee amounts, and to provide an annual report of how much has been collected, and the way the funds collected have been used.

Per requirements of the Mitigation Fee Act and the newly effective, as of January 1, 2022, Assembly Bill 602 Development Fees: impact fee nexus study is now required to be conducted every eight years instead of every ten years.

Willdan Financial Services (formerly MuniFinancial) completed the original Impact Fee Study that started the Impact Fee Program in Kings County in 2005. Willdan Financial Services also completed the first five-year update study in 2010.

A request for proposal process was completed, and three submissions were received. A committee of staff from Community Development Agency, Job Training Office/Economic Development Corporation, and Public Works selected Willdan Financial Services to perform the development and building facilities impact fee study.

It is estimated that the project will take about six months to complete. Willdan Financial Services has outlined the following tasks involved in which staff will be working with them on:

- Hold a kickoff meeting
- Identify and Resolve Policy Issues
- Identify Existing Development and Future Growth
- Determine Facility Standards
- Determine Facilities Needs and Costs
- Identify Funding and Financing Alternatives
- Conduct Comparison Survey
- Calculate Fees and Prepare Report
- Attend Meetings

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2022 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and Willdan Financial Services, a California corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, the County requires services for a development and building facilities impact fee study;

WHEREAS, County the County selected Contractor under Request for Proposals No. 2023-22 – Development and Building Facilities Impact Fee Study (the “RFP”); and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience, and talent, faithfully, industriously, and professionally perform the work set forth in Contractor’s Proposal to the RFP, dated October 31, 2022 (“Proposal”) to the County’s reasonable satisfaction. Contractor’s Proposal serves as the Scope of Work and is attached to and incorporated into this Agreement by this reference as **Exhibit A**. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

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

///

3. COMPENSATION

A. County shall pay Contractor a fixed fee of \$59,265, and in accordance with the attached **Exhibit A**. Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

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

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

B) Reimbursement for Legal Process. In the event Contractor is required to respond to a subpoena, or other legal process to produce documents or to appear as a percipient witness in connection with any action, suit or other court proceeding after implementation of the impact fees contemplated under this Agreement ("Legal Process"), County shall reimburse Contractor for its reasonable out-of-pocket expenses responding to Legal Process, including, but not limited to Contractor's employee time, attorneys' fees, copying costs, digitizing costs, and travel expenses. County's reimbursement under this section is limited to a) Contractor's rates in effect at the time of response; and b) an aggregate of \$5,000 unless County consents in writing to a higher amount. Said reimbursement must comply with Rule 3.4(d) of the California State Bar Rules of Professional Conduct, or its successor rule, and any other applicable federal, state, and local laws and regulations. Contractor shall notify the County within five (5) days of receiving a request to respond to Legal Process. Nothing in this section relieves Contractor of its indemnification obligations set forth in Section 9.

4. TERM

This Agreement commences on the Effective Date and terminates on June 30, 2023, unless otherwise terminated in accordance with its terms. The Parties may extend the term by an additional six (6) months by the mutual agreement of the Parties, in accordance with Section 6.

///

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

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

7. TERMINATION

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

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the

default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Default; or iii) grant the defaulting Party additional time to cure.

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

2) Breach Not Subject to Cure. If the non-defaulting Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

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

8. INSURANCE

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

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

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies (excluding Workers Compensation and Professional Liability) to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

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

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

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

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

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

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor. The terms of this section shall not extend to liabilities that arise out of, are a consequence of, or are attributable to the sole negligence or misconduct of indemnitees.

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

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

///

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 et seq.

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

County
Domingo C. Cruz, Administrative Analyst
County of Kings
1400 West Lacey Blvd., Building 1
Hanford, CA 93230
domingo.cruz@co.kings.ca.us

Contractor
James Edison, JD, MPP
Managing Principal
Willdan Financial Services
 6633 Franklin Street, Suite 300
Oakland, CA 94607
JEdison@Willdan.com

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

1.1.1

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. The Parties entered into this Agreement in Kings County, rendering Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

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

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 3(B), Reimbursement for Legal Process; b) Section 5, Records and Inspections; c) Section 8, Insurance; d) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit B**.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement

between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

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

26. ELECTRONIC SIGNATURES; COUNTERPARTS

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

27. AUTHORITY

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

SIGNATURES ON FOLLOWING PAGE

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

COUNTY OF KINGS

WILLDAN FINANCIAL SERVICES

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

By: 
Chris Fisher, Vice President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

By:  12/1/2022
Sarah Poots, Risk Manager

APPROVED AS TO FORM

Diane Freeman, County Counsel

By:  12/1/2022
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work and Compensation/Fees

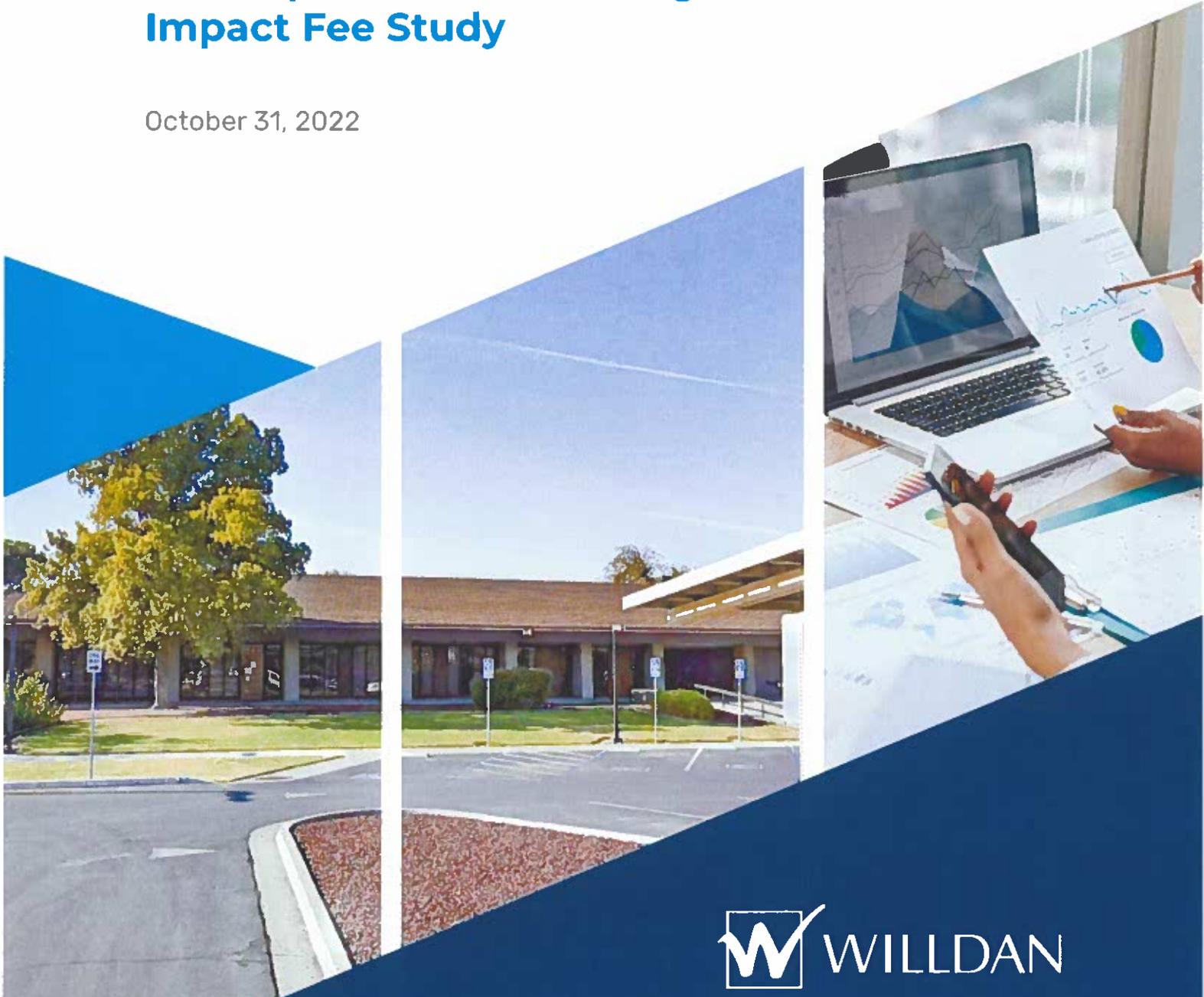
Exhibit B: Kings County ADA Grievance Procedures

County of Kings

Proposal

Development and Building Facilities Impact Fee Study

October 31, 2022



Signature Page

EXHIBIT A

SIGNATURE PAGE

(Proposer to complete and place in front of proposal)

Individual/Company: Willdan Financial Services

Address: 66 Franklin Street, Suite 300, Oakland, California 94607

Contact Person's name: James Edison

Contact Person's title: Managing Principal

Contact Person's telephone number: (510) 912-4687

Contact Person's email address: jedison@willdan.com

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to submit this proposal and sign on behalf of the organization and assure that all statements made in the proposal are accurate and truthful. The undersigned agrees to provide the work or services requested in this Request for Proposal at the price contained therein and will comply with all terms and conditions of the proposed agreement, unless otherwise stipulated through a written exception.

Chris Fisher, Vice President, Group Director
Authorized Representative Name Title


Authorized Representative's signature

Business License No. (if applicable):

(Hanford) If selected to serve the County of Kings, Willdan Financial Services will secure the proper license upon notification.
(Kings County) _____

Professional License No. (if applicable): N/A



October 31, 2022

Mr. Evan Jones
Purchasing Manager
County of Kings
1400 West Lacey Boulevard, Building 6
Hanford, California 93230

Re: Proposal to Prepare a Development and Building Facilities Impact Fee Study for the County of Kings

Dear Mr. Jones;

Willdan Financial Services ("Willdan") is pleased to present this proposal to the County of Kings ("County") to prepare a Development and Building Facilities Impact Fee Study. Willdan's project approach helps to ensure the preparation of an impact fee study that will withstand technical challenges and public scrutiny. Given Willdan's unmatched impact fee experience, we are particularly well positioned to serve the County and help achieve established long-term goals. Outlined below are the advantages and benefits that Willdan will provide to the County.

Unmatched experience implementing and defending fee programs. Willdan's impact fee staff has assisted more than 100 California government agencies with the development and/or update of all fee types and is fortunate to be in a position that will provide a tremendous benefit to the County. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients regarding the advantages and disadvantages of different fee schedule structures (agency-wide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the County's and stakeholder priorities. Impact fees also must be developed in compliance with the *Mitigation Fee Act* (California Government Code Section 66000 et seq., also known as Assembly Bill (AB) 1600) so that they are defensible and transparent. We are also current on the changes to fee programs and the adoption of nexus studies resulting from AB 602, which took effect this year.

Innovative methodologies. As Willdan operates nationally, we possess unique experiences in numerous jurisdictions dealing with multiple challenges. Our ability to produce studies that accommodate various options and viewpoints ensures fair-minded and sensible projects. Our methodology and approach to impact fees has proven to be effective for municipalities and counties, the development community, and the public. Furthermore, the utilization of focus groups during the study helps to fully inform the development community and the public of the justification of the impact fees, as well as their positive effect on community growth.

Best-in-class infrastructure financing team that can work immediately to prepare an impact fee program. The Willdan team begins a project by evaluating the agency's existing fee program, if available, and current capital planning policies and funding programs. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team's Principal-in-Charge James Edison and Project Manager Carlos Villarreal are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Successful project completion. Willdan has successfully completed many development impact fee studies, including most recently in the Cities of Bell Gardens, Cudahy, Fountain Valley, Gonzales, Hollister, Morgan Hill, Pismo Beach, Pomona, Riverbank, and Santa Clara. These fee programs were approved by their respective governing bodies.

In response to the instructions outlined within Request for Proposal No. 2023-22, the table below provides the requested contact information for the firm and designated contact person.

Contact Information	
Proposer	Contact Person
Willdan Financial Services 27368 Via Industria, Suite 200, Temecula, CA 92590 Tel #: (800) 755-6864	James Edison, JD, MPP Tel #: (510) 912-4687 Email: JEdison@Willdan.com

We are excited about this opportunity to use our skills and expertise to serve the County of Kings. To discuss any aspect of this submittal, please contact Managing Principal James Edison. We look forward to hearing from you.

Sincerely,

WILLDAN FINANCIAL SERVICES



Chris Fisher
Vice President / Director



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Company Overview

Firm Description

Willdan Financial Services, a California Corporation, is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (NASDAQ ticker: WLDN). WGI, through its subsidiaries, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

Willdan has over 1,500 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized subject matter experts for all areas related to the broadest definition of connected communities — *a team who will be committed to contribute their expertise throughout the duration of the County of King's Development and Building Facilities Impact Fee Study.*

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by change in resources, infrastructure, technology, regulations, and industry trends.

Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services ("Willdan"), is a national firm and one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our staff of over 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. Willdan assists local public agencies by providing the following services.

Willdan Financial Services	
Professional Services	
<ul style="list-style-type: none"> User fee studies Cost allocation studies Utility rate and cost of service studies Real estate economic analysis Feasibility studies Municipal advisory services Arbitrage rebate and continuing disclosure Economic development strategic plans 	<ul style="list-style-type: none"> Development impact fee establishment and analysis District administration services Property tax audits Tax increment finance district formation and amendment Housing development and implementation strategies Debt issuance support Long-term financial plans and cash flow modeling

Company Officers

The table below identifies the officers of Willdan Financial Services, who are authorized to contractually bind the company.

Willdan Financial Services Slate of Officers	
<ul style="list-style-type: none"> ▪ Thomas D. Brisbin, Chairman of the Board ▪ Mark J. Risco, President & CEO ▪ Creighton K. Early, Chief Financial Officer, Treasurer ▪ Robert C. Fisher, Vice President – Group Director ▪ Gladys Medina, Vice President – Group Director ▪ Jason Gray, Vice President 	<ul style="list-style-type: none"> ▪ Jeffrey McGarvey, Vice President ▪ Dan V. Jackson, Vice President ▪ Josephine Moses, Vice President ▪ Michael Vasquez, Vice President ▪ Kate Nguyen, Secretary ▪ Cathaleen D. Steele, Assistant Secretary ▪ Rebekah L. Smith, Assistant Secretary

Willdan Financial's parent company, Willdan Group, Inc. is located at 2401 East Katella Avenue, Suite 300, Anaheim, California 92806. Their phone number is (714) 940-6300.

Subcontractors

Not Applicable

Relevant Experience

Managing Principal James A. Edison and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan has been preparing impact fee nexus studies since the passage of the *Mitigation Fee Act* and is thoroughly familiar with both the Act and with the technical and policy issues surrounding impact fees.

The following identifies a partial listing of Willdan's impact fee clients. Agencies listed in bold type face denote projects completed by proposed team members Mr. James Edison and/or Mr. Carlos Villarreal.

Willdan Financial Services Development Impact Fee Experience Partial Client List	
City of Alameda, CA	City of Pittsburg, CA
City of Antioch, CA	City of Pleasant Hill, CA
City of Arcadia, CA	City of Pomona, CA
City of Artesia, CA	City of Rancho Mirage, CA
City of Banning, CA	City of Redwood City, CA
City of Bell Gardens, CA	City of Rialto, CA
City of Bellflower, CA	City of Richmond, CA
City of Brea, CA	City of Rio Rancho, NM
City of Calimesa, CA	City of Riverbank, CA
City of Carpinteria, CA	City of Rolling Hills Estates, CA
City of Clovis, CA	City of Rosemead, CA
City of Coachella, CA	City of San Carlos, CA
City of Commerce, CA	City of San Fernando, CA
City of Compton, CA	City of San Jacinto, CA
City of Corona, CA	City of San Ramon, CA
City of Covina, CA	City of Santa Clara, CA
City of Cudahy, CA	City of Santa Clarita, CA

Willdan Financial Services
Development Impact Fee Experience

Partial Client List

- City of Dixon, CA
- City of Dublin, CA
- City of El Monte, CA
- City of El Segundo, CA
- City of Emeryville, CA
- City of Fillmore, CA
- City of Fountain Valley, CA
- City of Fremont, CA
- City of Garden Grove, CA
- City of Gilroy, CA
- City of Gonzales, CA
- City of Goose Creek, SC
- City of Greenfield, CA
- City of Hawthorne, CA
- City of Healdsburg, CA
- City of Hercules, CA
- City of Hollister, CA
- City of Huntington Beach, CA
- City of Huntington Park, CA
- City of Indian Wells, CA
- City of Irwindale, CA
- City of Kingsburg, CA
- City of La Mesa, CA
- City of La Verne, CA
- City of Las Cruces, NM
- City of Laguna Hills, CA
- City of Lake Elsinore, CA
- City of Lancaster, CA
- City of Lawndale, CA
- City of Livermore, CA
- City of Long Beach, CA
- City of McFarland, CA
- City of Madera, CA
- City of Manteca, CA
- City of Menifee, CA
- City of Moreno Valley, CA
- City of Morgan Hill, CA
- City of Murrieta, CA
- City of Oroville, CA
- City of Pacifica, CA
- City of Parkland, FL
- City of Petaluma, CA
- City of Pismo Beach, CA
- City of Sebastopol, CA
- City of Sierra Madre, CA
- City of Soledad, CA
- City of South Gate, CA
- City of South San Francisco, CA
- City of St. Helena, CA
- City of Tehachapi, CA
- City of Thousand Oaks, CA
- City of Tracy, CA
- City of Upland, CA
- City of Visalia, CA
- Coachella Valley Association of Governments, CA
- Contra Costa Fire Protection District, CA
- County of Butte, CA
- County of El Dorado, CA
- County of Kern, CA
- County of Kings, CA
- County of Los Angeles, CA
- County of Madera, CA
- County of Merced, CA
- County of Placer, CA
- County of Riverside, CA
- County of Sacramento, CA
- County of San Benito, CA
- County of San Diego, CA
- County of San Joaquin, CA
- County of San Luis Obispo, CA
- County of Shasta, CA
- County of Solano, CA
- County of Sonoma, CA
- County of Stanislaus, CA
- County of Tulare, CA
- County of Yolo, CA
- East Contra Costa Fire Protection District, CA
- Kern Council of Governments, CA
- Rodeo-Hercules Fire Protection District, CA
- San Gorgonio Memorial Healthcare District, CA
- Stanislaus Council of Governments, CA
- Tehachapi Valley Rec. & Park District, CA
- Town of Mead, CO
- Town of Windsor, CA
- Tulare County Association of Governments, CA
- Village of Taos Ski Valley, NM

Client References

Provided within Exhibit C, Reference List, are client references for projects completed by Willdan and the project team members proposed herein, demonstrating our ability to provide the requested services. We are proud of our reputation for customer service and encourage you to contact our past clients regarding our commitment to excellence.

EXHIBIT C REFERENCE LIST

(Proposer to complete and return with proposal)

List five (5) references where the same or similar work or services were provided.

Reference No. 1 – Name: Contra Costa County Fire Protection District

Address: 4005 Port Chicago Highway, Suite 250, Concord, CA 94520

Contact Person: Lewis T. Broschard **Title:** Fire Chief

Email: lewis.broschard@cccfd.org **Telephone No.:** (925) 941-3300

Amount of contract: \$47,500 **Date and type of work or services performed:** 2017

Willdan was retained by Contra Costa County FPD to update existing impact fees to reflect current fire facility costs and growth projections within the District. Recently prepared an update to the study/fees.

Reference No. 2 – Name: County of Riverside

Address: Riverside County Economic Development Agency 4080 Lemon Street, Riverside, CA 92501

Contact Person: Serena Chow **Title:** Administrative Services Manager

Email: schow@rivcoeda.org **Telephone No.:** (951) 955-6619

Amount of contract: \$118,000 **Date and type of work or services performed:** 2019 to present

Selected again to prepare the 2030 Nexus Study Update for the County. Facilities include jail detention, parks and trails, fire stations, libraries, storm drain and traffic improvements.

Reference No. 3 – Name: City of Morgan Hill

Address: 17575 Peak Avenue, Morgan Hill, CA 95037

Contact Person: Dat Nguyen **Title:** Finance Director

Email: dat.nguyen@morgan-hill.ca.gov **Telephone No.:** (408) 779-7237

Amount of contract: \$74,320 Date and type of work or services performed: 2017-2019

Prepared an update to the City's impact fee study that included the following categories: traffic (roads and bikeways), water, sewer, drainage, police, fire, parks, library and public facilities.

Reference No. 4 – Name: City of Pismo Beach

Address: 760 Mattie Road, Pismo Beach, CA 93449

Contact Person: Nadia Feeser Title: Administrative Services Director

Email: nfeeser@pismo beach.org Telephone No.: (805) 773-7010

Amount of contract: \$40,000 Date and type of work or services performed: 2018-2019

Prepared an impact fee study that included the following facilities: police, fire protection, traffic, park and recreation, water system improvements, wastewater and general government/administrative facilities.

Reference No. 5 – Name: City of Pomona

Address: 505 South Garey Avenue, Pomona, CA 91766

Contact Person: Andrew Mowbray Title: Finance Director

Email: andrew_mowbray@ci.pomona.ca.us Telephone No.: (909) 620-2353

Amount of contract: \$61,000 Date and type of work or services performed: 2020-2021

Impact fee study centered upon the review and update of the following categories: roadway facilities and traffic signals, storm drains, public safety, potable and recycled water, parks and recreation, and sewer.

Support Team

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the County of Kings' ("County") engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

County of Kings Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
James Edison, JD, MPP Managing Principal	Principal-in-Charge	<ul style="list-style-type: none"> ▪ Ensure client satisfaction, flow of communication, and management of the project ▪ Technical guidance ▪ Project oversight ▪ Quality assurance & control ▪ Meeting and presentation attendance
Carlos Villarreal, MPP Principal Consultant	Project Manager	<ul style="list-style-type: none"> ▪ Collect, interpret, and disseminate key data ▪ Day-to-day contact ▪ Production of key elements of the analyses ▪ Model development ▪ Report preparation ▪ Meeting and presentation attendance

Resumes

Provided on the pages that follow are resumes for Mr. Edison and Mr. Villarreal, providing a description of their qualifications and experience.

James Edison, JD, MPP Principal-in-Charge



Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Fillmore, CA – North Fillmore Specific Plan Nexus Study: Mr. Edison is currently assisting the City with an analysis of development impact fees needed to finance public facilities necessary for the development of the North Fillmore Specific Plan. Public facilities included in this analysis include water, sewer systems, recycled water, and streets.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison was the principal-in-charge of the update of the City's existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again in 2017 to update their impact fees.

City of Fremont, CA – Comprehensive Impact Fee Update: From May 2013 through April 2015, Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program. Willdan was re-selected to update the City's impact fee program through a competitive bid process in early 2020. Mr. Edison is currently overseeing this project as well.

City of Pacifica, CA – Park Fee Update: Mr. Edison served as project manager to update the City's park fee to include new costs and to impose fees for home expansion/remodels, in addition to new development. Mr. Edison also managed a park in-lieu fee study for the City.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. *Furthermore, Mr. Edison is currently leading an update to the County's development impact fees for 2030.*

Education

*Juris Doctorate,
University of
California, Berkeley,
School of Law*

*Master of Public
Policy, Goldman
School of Public
Policy, University of
California, Berkeley*

*Bachelor of Arts,
magna cum laude,
Harvard University*

Professional Registrations

*Member of State Bar,
California*

Affiliations

*Council of
Development Finance
Agencies*

*CFA Society of
San Francisco*

*Congress for the
New Urbanism*

Urban Land Institute

Seaside Institute

*International Economic
Development Council*

25 Years' Experience



Carlos Villarreal, MPP
Project Manager

Mr. Carlos Villarreal, a Financial Consulting Group Principal Consultant, has been selected to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

Related Experience

City of McFarland, CA – Impact Fee Study Update: Mr. Villarreal served as project manager updating the City’s development impact fee program. The study comprehensively updated the City’s fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The fees were adopted by the City Council in 2020.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal served as the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fee and establish the necessary nexus. Mr. Villarreal is once again serving on the project team to update the County’s impact fees.

County of San Benito, CA – Comprehensive Impact Fee Study: As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City’s impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development’s share of planned facilities, while not overburdening development with unnecessary costs.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as project manager for a study to update the City’s existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

City of Oroville, CA – Impact Fee Study Update: Mr. Villarreal served as project manager for a study updating the City’s development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County’s existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

Education

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

Areas of Expertise

Fiscal Impact Analyses

Development Impact Fees

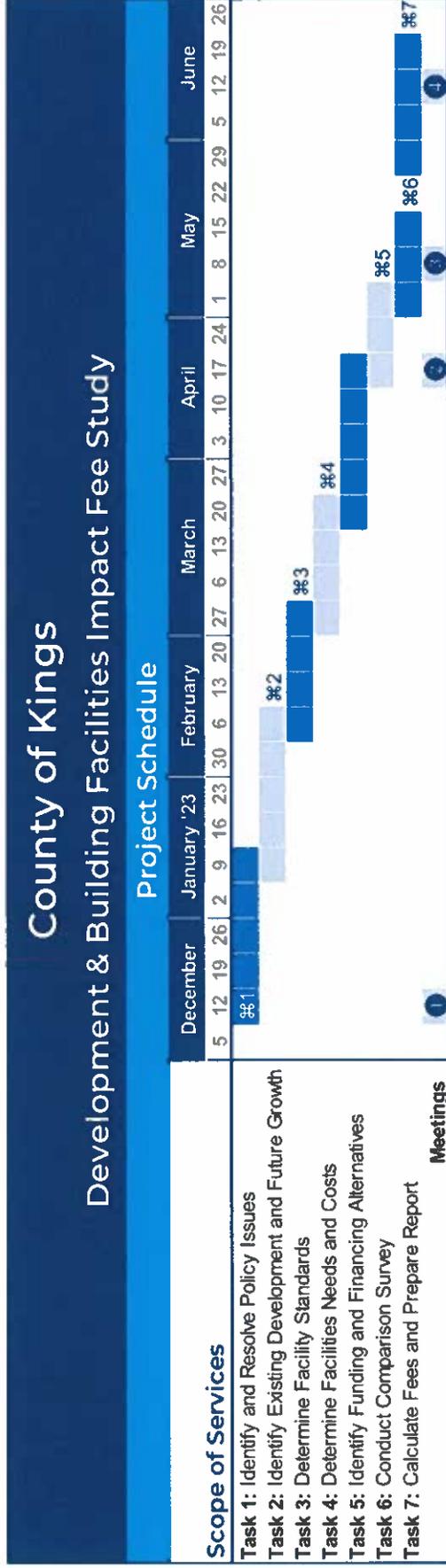
Public Facilities Financing Plans

GIS Analysis

17 Years’ Experience

Timeframe for Completion

Willdan anticipates time is of the essence for the County to begin this engagement. The proposed schedule can only be met with the cooperation of County staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the County immediately of the possible impact on the schedule.



Deliverables:

- ☞1: Information Request, Revised Schedule, Summary of Policy Decisions (if needed)
- ☞2: Development Growth Projections (table format)
- ☞3: County to Provide Policies, Inventories & Project List
- ☞4: Cost Estimates for Identified Facilities
- ☞5: Fee Comparison
- ☞6: Draft Fee Tables & Text
- ☞7: Administrative/Public Draft Report(s), Final Nexus Report, PowerPoint Presentation

Assistance from County

To complete our tasks, we will need the cooperation of County staff. We suggest that the County assign a key individual to represent them as the project manager who can also function as our primary contact. We anticipate that the County's project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

Willdan will rely on the validity and accuracy of the County's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. County shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the County or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Project Cost

Based upon the scope of work identified herein, Willdan proposes a **fixed fee of \$59,265** to prepare the Development & Building Facilities Impact Fee Study on the County's behalf. The table below provides a breakdown of the proposed fee by task and team member.

County of Kings						
Development & Building Facilities Impact Fee Study						
Fee Proposal						
	J. Edison Principal-in-Charge		C. Villarreal Project Manager		<u>Total</u>	
	\$	240	\$	210	Hours	Cost
Scope of Services						
Task 1: Identify and Resolve Policy Issues		12.0		26.0	38.0	\$ 8,340
Task 2: Identify Existing Development and Future Growth		11.0		24.5	35.5	7,785
Task 3: Determine Facility Standards		11.0		28.0	39.0	8,520
Task 4: Determine Facilities Needs and Costs		14.0		28.0	42.0	9,240
Task 5: Identify Funding and Financing Alternatives		8.0		22.0	30.0	6,540
Task 6: Conduct Comparison Survey		2.0		16.0	18.0	3,840
Task 7: Calculate Fees and Prepare Report		24.0		44.0	68.0	15,000
Total Hours & Cost		82.0		188.5	270.5	\$ 59,265

Notes

Please note the following:

- The fee denoted above includes attendance at up to four in-person meetings with County staff, stakeholders, and the Board of Supervisors, which include:
 - One project kick-off meeting;
 - One meeting to review the study findings with County staff;
 - One Board meeting to present the draft report for comment; and
 - One Board meeting to present the final report and fees for adoption.

- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the County monthly based on percentage of project completed.
- Optional/Additional Services beyond the listed Scope of Services may be authorized by the County and will be billed at our then-current hourly overhead consulting rates.

Additional Services

Provided below is Willdan’s hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Director	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst II	\$110
Analyst I	\$100

Proposed Scope of Work

Project Understanding

The County of Kings is located within the south-central San Joaquin Valley, with an approximate population of 152,000 residents. The County encompasses approximately 1,391 square miles. At present, the County currently seeks the services of a professional consultant to prepare a Development & Building Facilities Impact Fee Study, anticipated to include the following facility fee categories: public safety, fire, general facilities, libraries, animal services and other capital facilities. The purpose of this engagement is to ensure a fair and reasonable fee structure, while meeting the requirements of the California *Mitigation Fee Act* (California Government Code 66000 et seq).

Project Objectives

The objective of this project is to establish/update development impact fees pursuant to State law and in furtherance of County goals and objectives. To accomplish these objectives, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the *Mitigation Fee Act*.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards.

1. **Demand standards** determine the quantity of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning.
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities.
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development’s fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. ***Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan as is the case with this particular project.***

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

At its simplest, the fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a “wish list” of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency’s existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policymakers, and the public.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Work Plan

Willdan will work with the County to update its impact fees consistent with the *Mitigation Fee Act*. We want to ensure that our scope of services is responsive to the County’s needs and specific local circumstances. We will work with the County to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study. The fee categories anticipated to be included are as follows:

- Public safety
- Fire
- General facilities
- Libraries
- Animal services facilities
- Other capital facilities

Task 1: Identify and Resolve Policy Issues

- Objective:** Identify and resolve policy issues raised by the study.
- Description:** Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to the attention of County staff, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:
- Potential new impact fees for consideration;
 - Adequacy of General Plan and other public facility planning policies (e.g., level of service standards); impact fee ordinances and resolutions, and prior nexus studies;
 - Availability of existing public facility master plans and CIPs to identify needed facilities;
 - Types of facilities to be funded by each fee;
 - Land use categories for imposition of fees;
 - Nexus approach to determining facility standards;
 - Nexus approach to allocating cost burden among land uses, including the need for separate fee zones;
 - Potential alternative funding sources, if needed;
 - Funding existing deficiencies, if identified; and
 - Implementation concerns and strategies.
- Metting:** One meeting to initiate the project scope and schedule (if needed) and begin discussion of applicable policy issues.
- Deliverables:** 1) Information request; 2) revised project scope and schedule (if needed); and 3) brief summary of policy decisions (if needed).

Task 2: Identify Existing Development and Future Growth

Objective: Identify estimates of existing levels of development; as well as a projection of future growth consistent with current planning policy.

Description: Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program.

Consult with County staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources. County staff to provide estimates and projections by zone if applicable.

Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from County staff prior to proceeding.

Deliverables: Development growth projections (table format)

Task 3: Determine Facility Standards

Note: Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: 1) adopted policy standards (e.g., General Plan, master facility plans); 2) standards derived from existing facility inventories; or 3) standards derived from a list of planned facility projects. County staff to provide policies, inventories, and project lists.

Task 4: Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projections from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan.

Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, County staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years).

Distinguish between facilities needed to serve growth (that can be funded by impact fees); and facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent County experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

This scope of work does not include additional engineering analysis to identify total facility needs, existing deficiencies, or cost estimates.

Task 5: Identify Funding and Financing Alternatives

Objective: Determine the extent of alternative (non-fee) funding available for new facilities.

Description: If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies; and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

Identify anticipated alternative funding based on information from County staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6: Comparison Survey

Objective: Prepare a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions.

Description: Willdan will compare a total of four comparable jurisdictions to be selected in conjunction with County staff.

Typically, Willdan prepares an analysis of impact fees charged to a series of prototype developments (such as residential, retail, etc.) in order to provide an "apples to apples" comparison, but the exact methodology will be set in consultation with the County.

Task 7: Calculate Fees and Prepare Report

Objective: Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

Description: Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks. It is important to note that AB 602, passed in 2021 and effective January 1 and July 1, 2022 (depending on the provision), creates a preference, essentially a "safe harbor", for the calculation of residential impact fees on a per square foot basis. Willdan will work the County on the best methodology for the County.

Prepare draft report tables for County staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category.

Following one round of comments from County staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report, if necessary, based on one round of comments received on the public draft report. If requested, post report on our website for public access.

Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.

Meetings: Three meetings: one meeting to review the initial project results; one meeting to present the public draft report for review and comment; and one public hearing to present the report for adoption.

Deliverables: If necessary, we will provide up to five bound copies of the draft report, one unbound copy, one Microsoft Word copy; and up to ten bound copies of the final report, one unbound copy, and one Microsoft Word copy.

Acknowledgement of Addenda

Not Applicable

Evaluation of Proposed Agreement

Willdan's legal counsel has reviewed the County's proposed agreement and takes no exceptions to the language presented therein.

Conflict of Interest

Willdan certifies that no official or employee of the County, or any business entity in which an official or employee of the County has an interest, has been employed or retained to solicit or aid in the procurement of award associated with this proposal.

Affidavit of Non-Collusion

EXHIBIT D

AFFIDAVIT OF NON-COLLUSION

I hereby affirm that:

- 1) I am the Proposer (if Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the Proposer having authority to sign on the Proposer's behalf (if Proposer is a corporation).
- 2) The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, or without agreement, understanding, or planned common course of action with, any other vendor or materials, supplies, equipment, or services described in the request for proposal, designed to limit the independent bidding or competition.
- 3) The contents of the proposal have not been communicated by the Proposer or its employees or agents, to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.
- 4) I have fully informed myself regarding the accuracy of the statements made on this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in: Temecula, California on: October 31, 2022 by:

(City) (State) (Date)

Willdan Financial Services

Name of Proposer

27368 Via Industria, Suite 200

Address

Temecula, California 92590

City, State, Zip Code

Authorized Signature

Chris Fisher, Vice President, Group Director

Exhibit A



66 Franklin Street, Suite 300
Oakland, CA 94607
510.912.4687 | 800.755.6864

www.willdan.com

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

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

Auditor Use Only	
Date _____	
J/E No. _____	
Page _____	of _____

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
PFF Administration	PFF Administration	Prof & Spec Services	200026	187306	92037	35,265
					TOTAL	35,265

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
PFF Administration	PFF Administration	Revenue Transfer In	200026	187306	89000	35,265
					TOTAL	35,265

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General	Contingencies	Appr. For Contingencies	100000	990000	99000	35,265
PFF Administration	PFF Administration	Cash In Treasury	200026	187306	10000	24,000
					TOTAL	\$59,265

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General	Cont to Other Funds	Revenue Transfer Out	100000	179000	96000	35,265
PFF Administration	PFF Administration	Prof & Spec Services	200026	187306	92037	24,000
					TOTAL	\$59,265

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

Dept. of Finance Approval _____ Department Head _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____

GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]

(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)

DIVISION 1. PLANNING AND ZONING [65000 - 66301]

(Heading of Division 1 added by Stats. 1974, Ch. 1536.)

CHAPTER 5. Fees for Development Projects [66000 - 66008]

(Chapter 5 added by Stats. 1987, Ch. 927, Sec. 1.)

66000.

As used in this chapter, the following terms have the following meanings:

(a) "Development project" means any project undertaken for the purpose of development. "Development project" includes a project involving the issuance of a permit for construction or reconstruction, but not a permit to operate.

(b) "Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include fees specified in Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies that provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

(c) "Local agency" means a county, city, whether general law or chartered, city and county, school district, special district, authority, agency, any other municipal public corporation or district, or other political subdivision of the state.

(d) "Public facilities" includes public improvements, public services, and community amenities.

(Amended by Stats. 2006, Ch. 538, Sec. 319. Effective January 1, 2007.)

66000.5.

(a) This chapter, Chapter 6 (commencing with Section 66010), Chapter 7 (commencing with Section 66012), Chapter 7.5 (commencing with Section 66015), Chapter 8 (commencing with Section 66016), and Chapter 9 (commencing with Section 66020) shall be known and may be cited as the Mitigation Fee Act.

(b) Any action brought in the superior court relating to the Mitigation Fee Act may be subject to a mediation proceeding conducted pursuant to Chapter 9.3 (commencing with Section 66030).

(Amended by Stats. 2020, Ch. 370, Sec. 179. (SB 1371) Effective January 1, 2021.)

66001.

(a) In any action establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency, the local agency shall do all of the following:

(1) Identify the purpose of the fee.

(2) Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged.

(3) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

(4) Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

(b) In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

(c) Upon receipt of a fee subject to this section, the local agency shall deposit, invest, account for, and expend the fees pursuant to Section 66006.

(d) (1) For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

(A) Identify the purpose to which the fee is to be put.

(B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

(C) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in paragraph (2) of subdivision (a).

(D) Designate the approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund.

(2) When findings are required by this subdivision, they shall be made in connection with the public information required by subdivision (b) of Section 66006. The findings required by this subdivision need only be made for moneys in possession of the local agency, and need not be made with respect to letters of credit, bonds, or other instruments taken to secure payment of the fee at a future date. If the findings are not made as required by this subdivision, the local agency shall refund the moneys in the account or fund as provided in subdivision (e).

(e) Except as provided in subdivision (f), when sufficient funds have been collected, as determined pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 66006, to complete financing on incomplete public improvements identified in paragraph (2) of subdivision (a), and the public improvements remain incomplete, the local agency shall identify, within 180 days of the determination that sufficient funds have been collected, an approximate date by which the construction of the public improvement will be commenced, or shall refund to the

then current record owner or owners of the lots or units, as identified on the last equalized assessment roll, of the development project or projects on a prorated basis, the unexpended portion of the fee, and any interest accrued thereon. By means consistent with the intent of this section, a local agency may refund the unexpended revenues by direct payment, by providing a temporary suspension of fees, or by any other reasonable means. The determination by the governing body of the local agency of the means by which those revenues are to be refunded is a legislative act.

(f) If the administrative costs of refunding unexpended revenues pursuant to subdivision (e) exceed the amount to be refunded, the local agency, after a public hearing, notice of which has been published pursuant to Section 6061 and posted in three prominent places within the area of the development project, may determine that the revenues shall be allocated for some other purpose for which fees are collected subject to this chapter and which serves the project on which the fee was originally imposed.

(g) A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan.

(Amended by Stats. 2006, Ch. 194, Sec. 1. Effective January 1, 2007.)

66002.

(a) Any local agency which levies a fee subject to Section 66001 may adopt a capital improvement plan, which shall indicate the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with the fees.

(b) The capital improvement plan shall be adopted by, and shall be annually updated by, a resolution of the governing body of the local agency adopted at a noticed public hearing. Notice of the hearing shall be given pursuant to Section 65090. In addition, mailed notice shall be given to any city or county which may be significantly affected by the capital improvement plan. This notice shall be given no later than the date the local agency notices the public hearing pursuant to Section 65090. The information in the notice shall be not less than the information contained in the notice of public hearing and shall be given by first-class mail or personal delivery.

(c) "Facility" or "improvement," as used in this section, means any of the following:

(1) Public buildings, including schools and related facilities; provided that school facilities shall not be included if Senate Bill 97 of the 1987–88 Regular Session is enacted and becomes effective on or before January 1, 1988.

(2) Facilities for the storage, treatment, and distribution of nonagricultural water.

(3) Facilities for the collection, treatment, reclamation, and disposal of sewage.

(4) Facilities for the collection and disposal of storm waters and for flood control purposes.

(5) Facilities for the generation of electricity and the distribution of gas and electricity.

(6) Transportation and transit facilities, including but not limited to streets and supporting improvements, roads, overpasses, bridges, harbors, ports, airports, and related facilities.

(7) Parks and recreation facilities.

(8) Any other capital project identified in the capital facilities plan adopted pursuant to Section 66002.

(Added by Stats. 1987, Ch. 927, Sec. 1. Operative January 1, 1989, by Section 66003.)

66003.

Sections 66001 and 66002 do not apply to a fee imposed pursuant to a reimbursement agreement by and between a local agency and a property owner or developer for that portion of the cost of a public facility paid by the property owner or developer which exceeds the need for the public facility attributable to and reasonably related to the development. This chapter shall become operative on January 1, 1989.

(Amended by Stats. 1989, Ch. 170, Sec. 2.)

66004.

The establishment or increase of any fee pursuant to this chapter shall be subject to the requirements of Section 66018.

(Amended by Stats. 1990, Ch. 1572, Sec. 15.)

66005.

(a) When a local agency imposes any fee or exaction as a condition of approval of a proposed development, as defined by Section 65927, or development project, those fees or exactions shall not exceed the estimated reasonable cost of providing the service or facility for which the fee or exaction is imposed.

(b) This section does not apply to fees or monetary exactions expressly authorized to be imposed under Sections 66475.1 and 66477.

(c) It is the intent of the Legislature in adding this section to codify existing constitutional and decisional law with respect to the imposition of development fees and monetary exactions on developments by local agencies. This section is declaratory of existing law and shall not be construed or interpreted as creating new law or as modifying or changing existing law.

(Added by renumbering Section 65959 by Stats. 1988, Ch. 418, Sec. 6.)

66005.1.

(a) When a local agency imposes a fee on a housing development pursuant to Section 66001 for the purpose of mitigating vehicular traffic impacts, if that housing development satisfies all of the following characteristics, the fee, or the portion thereof relating to vehicular traffic impacts, shall be set at a rate that reflects a lower rate of automobile trip generation associated with such housing developments

in comparison with housing developments without these characteristics, unless the local agency adopts findings after a public hearing establishing that the housing development, even with these characteristics, would not generate fewer automobile trips than a housing development without those characteristics:

(1) The housing development is located within one-half mile of a transit station and there is direct access between the housing development and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length.

(2) Convenience retail uses, including a store that sells food, are located within one-half mile of the housing development.

(3) The housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

(b) If a housing development does not satisfy the characteristics in subdivision (a), the local agency may charge a fee that is proportional to the estimated rate of automobile trip generation associated with the housing development.

(c) As used in this section, "housing development" means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.

(d) For the purposes of this section, "transit station" has the meaning set forth in paragraph (4) of subdivision (b) of Section 65460.1. "Transit station" includes planned transit stations otherwise meeting this definition whose construction is programmed to be completed prior to the scheduled completion and occupancy of the housing development.

(e) This section shall become operative on January 1, 2011.

(Repealed (in Sec. 2) and added by Stats. 2008, Ch. 692, Sec. 3. Effective January 1, 2009. Section operative January 1, 2011, by its own provisions.)

66006.

(a) If a local agency requires the payment of a fee specified in subdivision (c) in connection with the approval of a development project, the local agency receiving the fee shall deposit it with the other fees for the improvement in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments, and expend those fees solely for the purpose for which the fee was collected. Any interest income earned by moneys in the capital facilities account or fund shall also be deposited in that account or fund and shall be expended only for the purpose for which the fee was originally collected.

(b) (1) For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) A brief description of the type of fee in the account or fund.

(B) The amount of the fee.

(C) The beginning and ending balance of the account or fund.

(D) The amount of the fees collected and the interest earned.

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

(H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

(2) The local agency shall review the information made available to the public pursuant to paragraph (1) at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public, as required by this subdivision. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the local agency for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

(c) For purposes of this section, "fee" means any fee imposed to provide for an improvement to be constructed to serve a development project, or which is a fee for public improvements within the meaning of subdivision (b) of Section 66000, and that is imposed by the local agency as a condition of approving the development project.

(d) Any person may request an audit of any local agency fee or charge that is subject to Section 66023, including fees or charges of school districts, in accordance with that section.

(e) The Legislature finds and declares that untimely or improper allocation of development fees hinders economic growth and is, therefore, a matter of statewide interest and concern. It is, therefore, the intent of the Legislature that this section shall supersede all conflicting local laws and shall apply in charter cities.

(f) At the time the local agency imposes a fee for public improvements on a specific development project, it shall identify the public improvement that the fee will be used to finance.

(Amended by Stats. 1996, Ch. 569, Sec. 2. Effective January 1, 1997.)

66006.5.

(a) A city or county which imposes an assessment, fee, or charge, other than a tax, for transportation purposes may, by ordinance, prescribe conditions and procedures allowing real property which is needed by the city or county for local transportation

purposes, or by the state for transportation projects which will not receive any federal funds, to be donated by the obligor in satisfaction or partial satisfaction of the assessment, fee, or charge.

(b) To facilitate the implementation of subdivision (a), the Department of Transportation shall do all of the following:

(1) Give priority to the refinement, modification, and enhancement of procedures and policies dealing with right-of-way donations in order to encourage and facilitate those donations.

(2) Reduce or simplify paperwork requirements involving right-of-way procurement.

(3) Increase communication and education efforts as a means to solicit and encourage voluntary right-of-way donations.

(4) Enhance communication and coordination with local public entities through agreements of understanding that address state acceptance of right-of-way donations.

(Added by Stats. 1989, Ch. 857, Sec. 2.)

66007.

(a) Except as otherwise provided in subdivisions (b) and (g), any local agency that imposes any fees or charges on a residential development for the construction of public improvements or facilities shall not require the payment of those fees or charges, notwithstanding any other provision of law, until the date of the final inspection, or the date the certificate of occupancy is issued, whichever occurs first. However, utility service fees may be collected at the time an application for utility service is received. If the residential development contains more than one dwelling, the local agency may determine whether the fees or charges shall be paid on a pro rata basis for each dwelling when it receives its final inspection or certificate of occupancy, whichever occurs first; on a pro rata basis when a certain percentage of the dwellings have received their final inspection or certificate of occupancy, whichever occurs first; or on a lump-sum basis when the first dwelling in the development receives its final inspection or certificate of occupancy, whichever occurs first.

(b) (1) Notwithstanding subdivision (a), the local agency may require the payment of those fees or charges at an earlier time if (A) the local agency determines that the fees or charges will be collected for public improvements or facilities for which an account has been established and funds appropriated and for which the local agency has adopted a proposed construction schedule or plan prior to final inspection or issuance of the certificate of occupancy or (B) the fees or charges are to reimburse the local agency for expenditures previously made. "Appropriated," as used in this subdivision, means authorization by the governing body of the local agency for which the fee is collected to make expenditures and incur obligations for specific purposes.

(2) (A) Paragraph (1) does not apply to units reserved for occupancy by lower income households included in a residential development proposed by a nonprofit housing developer in which at least 49 percent of the total units are reserved for occupancy by lower income households, as defined in Section 50079.5 of the Health and Safety Code, at an affordable rent, as defined in Section 50053 of the Health

and Safety Code. In addition to the contract that may be required under subdivision (c), a city, county, or city and county may require the posting of a performance bond or a letter of credit from a federally insured, recognized depository institution to guarantee payment of any fees or charges that are subject to this paragraph. Fees and charges exempted from paragraph (1) under this paragraph shall become immediately due and payable when the residential development no longer meets the requirements of this paragraph.

(B) The exception provided in subparagraph (A) does not apply to fees and charges levied pursuant to Chapter 6 (commencing with Section 17620) of Part 10.5 of Division 1 of Title 1 of the Education Code.

(c) (1) If any fee or charge specified in subdivision (a) is not fully paid prior to issuance of a building permit for construction of any portion of the residential development encumbered thereby, the local agency issuing the building permit may require the property owner, or lessee if the lessee's interest appears of record, as a condition of issuance of the building permit, to execute a contract to pay the fee or charge, or applicable portion thereof, within the time specified in subdivision (a). If the fee or charge is prorated pursuant to subdivision (a), the obligation under the contract shall be similarly prorated.

(2) The obligation to pay the fee or charge shall inure to the benefit of, and be enforceable by, the local agency that imposed the fee or charge, regardless of whether it is a party to the contract. The contract shall contain a legal description of the property affected, shall be recorded in the office of the county recorder of the county and, from the date of recordation, shall constitute a lien for the payment of the fee or charge, which shall be enforceable against successors in interest to the property owner or lessee at the time of issuance of the building permit. The contract shall be recorded in the grantor-grantee index in the name of the public agency issuing the building permit as grantee and in the name of the property owner or lessee as grantor. The local agency shall record a release of the obligation, containing a legal description of the property, in the event the obligation is paid in full, or a partial release in the event the fee or charge is prorated pursuant to subdivision (a).

(3) The contract may require the property owner or lessee to provide appropriate notification of the opening of any escrow for the sale of the property for which the building permit was issued and to provide in the escrow instructions that the fee or charge be paid to the local agency imposing the same from the sale proceeds in escrow prior to disbursing proceeds to the seller.

(d) This section applies only to fees collected by a local agency to fund the construction of public improvements or facilities. It does not apply to fees collected to cover the cost of code enforcement or inspection services, or to other fees collected to pay for the cost of enforcement of local ordinances or state law.

(e) "Final inspection" or "certificate of occupancy," as used in this section, have the same meaning as described in Sections 305 and 307 of the Uniform Building Code, International Conference of Building Officials, 1985 edition.

(f) Methods of complying with the requirement in subdivision (b) that a proposed construction schedule or plan be adopted, include, but are not limited to, (1) the adoption of the capital improvement plan described in Section 66002, or (2) the submittal of a five-year plan for construction and rehabilitation of school facilities pursuant to subdivision (c) of Section 17017.5 of the Education Code.

(g) A local agency may defer the collection of one or more fees up to the close of escrow. This subdivision shall not apply to fees and charges levied pursuant to Chapter 6 (commencing with Section 17620) of Part 10.5 of Division 1 of Title 1 of the Education Code.

(Amended by Stats. 2008, Ch. 246, Sec. 1. Effective January 1, 2009.)

66008.

A local agency shall expend a fee for public improvements, as accounted for pursuant to Section 66006, solely and exclusively for the purpose or purposes, as identified in subdivision (f) of Section 66006, for which the fee was collected. The fee shall not be levied, collected, or imposed for general revenue purposes.

(Added by Stats. 1996, Ch. 569, Sec. 3. Effective January 1, 1997.)

Downloaded from the below link on 6/17/22.

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=5.&article

Assembly Bill No. 602

CHAPTER 347

An act to amend Sections 65940.1 and 66019 of, and to add Section 66016.5 to, the Government Code, and to add Section 50466.5 to the Health and Safety Code, relating to land use.

[Approved by Governor September 28, 2021. Filed with
Secretary of State September 28, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 602, Grayson. Development fees: impact fee nexus study.

(1) Existing law, the Permit Streamlining Act, which is part of the Planning and Zoning Law, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The Mitigation Fee Act requires a local agency that establishes, increases, or imposes a fee as a condition of approval of a development project to, among other things, determine a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. Existing law requires a city, county, or special district that has an internet website to make available on its internet website certain information, as applicable, including its current schedule of fees and exactions.

This bill, among other things, would require, on and after January 1, 2022, a local agency that conducts an impact fee nexus study to follow specific standards and practices, including, but not limited to, (1) that prior to the adoption of an associated development fee, an impact fee nexus study be adopted, (2) that the study identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is necessary, and (3) if the study is adopted after July 1, 2022, either calculate a fee levied or imposed on a housing development project proportionately to the square footage of the proposed units, or make specified findings explaining why square footage is not an appropriate metric to calculate the fees.

This bill would require that a local agency that calculates fees proportionately to the square footage of the proposed units be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development. The bill would declare that its provisions shall not be construed to relieve a local agency from the requirements of the Mitigation Fee Act, the California Constitution, or applicable case law when calculating the amount of a fee.

This bill would also require a city, county, or special district to post a written fee schedule or a link directly to the written fee schedule on its internet website. The bill would require a city or county to request the total

amount of fees and exactions associated with a project upon the issuance of a certificate of occupancy or the final inspection, whichever occurs last, and to post this information on its internet website, as specified. By requiring a city or county to include certain information in, and follow certain standards with regard to, its impact fee nexus studies and to include certain information on its internet website, the bill would impose a state-mandated local program.

(2) Existing law requires the Department of Housing and Community Development to develop specifications for the structure, functions, and organization of a housing and community development information system for this state. Existing law requires the system to include statistical, demographic, and community development data that will be of assistance to local public entities in the planning and implementation of housing and community development programs.

This bill would require the department, on or before January 1, 2024, to create an impact fee nexus study template that may be used by local jurisdictions. The bill would require that the template include a method of calculating the feasibility of housing being built with a given fee level.

(3) The Mitigation Fee Act requires notice of the time and place of a meeting regarding any fee, that includes a general explanation of the matter to be considered, be mailed at least 14 days before the first meeting to an interested party who files a written request with the city or county for mailed notice of a meeting on a new or increased fee.

This bill would authorize any member of the public, including an applicant for a development project, to submit evidence that the city, county, or other local agency has failed to comply with the Mitigation Fee Act. The bill would require the legislative body of the city, county, or other local agency to consider any timely submitted evidence and authorize the legislative body to change or adjust the proposed fee or fee increase, as specified.

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 65940.1 of the Government Code is amended to read:

65940.1. (a) (1) A city, county, or special district that has an internet website shall make all of the following available on its internet website, as applicable:

(A) (i) A current schedule of fees, exactions, and affordability requirements imposed by that city, county, or special district, including any dependent special districts, as defined in Section 56032.5, of the city or county applicable to a proposed housing development project.

(ii) The city, county, or special district shall present the information described in clause (i) in a manner that clearly identifies the fees, exactions, and affordability requirements that apply to each parcel and the fees that apply to each new water and sewer utility connection.

(iii) The city, county, or special district shall post a written fee schedule or a link directly to the written fee schedule on its internet website.

(B) All zoning ordinances and development standards adopted by the city or county presenting the information, which shall specify the zoning, design, and development standards that apply to each parcel.

(C) The list required to be compiled pursuant to Section 65940 by the city or county presenting the information.

(D) The current and five previous annual fee reports or the current and five previous annual financial reports, that were required pursuant to subdivision (b) of Section 66006 and subdivision (d) of Section 66013.

(E) An archive of impact fee nexus studies, cost of service studies, or equivalent, conducted by that city, county, or special district on or after January 1, 2018. For purposes of this subparagraph, “cost of service study” means the data provided to the public pursuant to subdivision (a) of Section 66016.

(2) A city, county, or special district shall update the information made available under this subdivision within 30 days of any changes.

(3) (A) A city or county shall request from a development proponent, upon issuance of a certificate of occupancy or the final inspection, whichever occurs last, the total amount of fees and exactions associated with the project for which the certificate was issued. The city or county shall post this information on its internet website, and update it at least twice per year.

(B) A city or county shall not be responsible for the accuracy for the information received and posted pursuant to subparagraph (A). A city or county may include a disclaimer regarding the accuracy of the information posted on its internet website under this paragraph.

(b) For purposes of this section:

(1) “Affordability requirement” means a requirement imposed as a condition of a development of residential units, that the development include a certain percentage of the units affordable for rent or sale to households with incomes that do not exceed the limits for moderate-income, lower income, very low income, or extremely low income households specified in Sections 50079.5, 50093, 50105, and 50106 of the Health and Safety Code, or an alternative means of compliance with that requirement including, but not limited to, in-lieu fees, land dedication, off-site construction, or acquisition and rehabilitation of existing units.

(2) (A) “Exaction” means any of the following:

(i) A construction excise tax.

(ii) A requirement that the housing development project provide public art or an in-lieu payment.

(iii) Dedications of parkland or in-lieu fees imposed pursuant to Section 66477.

(iv) A special tax levied on new housing units pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5).

(B) “Exaction” does not include fees or charges pursuant to Section 66013 that are not imposed (i) in connection with issuing or approving a permit for development or (ii) as a condition of approval of a proposed development, as held in *Capistrano Beach Water Dist. v. Taj Development Corp.* (1999) 72 Cal.App.4th 524.

(3) “Fee” means a fee or charge described in the Mitigation Fee Act (Chapter 5 (commencing with Section 66000), Chapter 6 (commencing with Section 66010), Chapter 7 (commencing with Section 66012), Chapter 8 (commencing with Section 66016), and Chapter 9 (commencing with Section 66020)).

(4) “Housing development project” means a use consisting of any of the following:

(A) Residential units only.

(B) Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use.

(C) Transitional housing or supportive housing.

(c) This section shall not be construed to alter the existing authority of a city, county, or special district to adopt or impose an exaction or fee.

SEC. 2. Section 66016.5 is added to the Government Code, to read:

66016.5. (a) On and after January 1, 2022, a local agency that conducts an impact fee nexus study shall follow all of the following standards and practices:

(1) Before the adoption of an associated development fee, an impact fee nexus study shall be adopted.

(2) When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate.

(3) A nexus study shall include information that supports the local agency’s actions, as required by subdivision (a) of Section 66001.

(4) If a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.

(5) (A) A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development.

(B) A nexus study is not required to comply with subparagraph (A) if the local agency makes a finding that includes all of the following:

(i) An explanation as to why square footage is not appropriate metric to calculate fees imposed on housing development project.

(ii) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.

(iii) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.

(C) This paragraph does not prohibit an agency from establishing different fees for different types of developments.

(6) Large jurisdictions shall adopt a capital improvement plan as a part of the nexus study.

(7) All studies shall be adopted at a public hearing with at least 30 days' notice, and the local agency shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing.

(8) Studies shall be updated at least every eight years, from the period beginning on January 1, 2022.

(9) The local agency may use the impact fee nexus study template developed by the Department of Housing and Community Development pursuant to Section 50466.5 of the Health and Safety Code.

(b) This section does not apply to any fees or charges pursuant to Section 66013.

(c) For purposes of this section:

(1) "Development fee" has the same meaning as defined in subdivision (b) of Section 66000.

(2) "Large jurisdiction" has the same meaning as defined in subdivision (d) of Section 53559.1 of the Health and Safety Code.

(3) "Public facility" has the same meaning as defined in subdivision (d) of Section 66000.

(4) "Local Agency" has the same meaning as defined in subdivision (c) of Section 66000.

(d) Nothing in this section shall be construed to relieve a local agency of the requirement that it comply with Chapter 5 (commencing with Section 66000), the California Constitution, or applicable case law when calculating the amount of a fee.

SEC. 3. Section 66019 of the Government Code is amended to read:

66019. (a) As used in this section:

(1) "Fee" means a fee as defined in Section 66000, but does not include any of the following:

(A) A fee authorized pursuant to Section 66013.

(B) A fee authorized pursuant to Section 17620 of the Education Code, or Sections 65995.5 and 65995.7.

(C) Rates or charges for water, sewer, or electrical services.

(D) Fees subject to Section 66016.

(2) "Party" means a person, entity, or organization representing a group of people or entities.

(3) “Public facility” means a public facility as defined in Section 66000.

(b) For any fee, notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this subdivision is available shall be mailed at least 14 days prior to the first meeting to an interested party who files a written request with the city, county, or city and county for mailed notice of a meeting on a new or increased fee to be enacted by the city, county, or city and county. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body of the city, county, or city and county may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service. The legislative body may send the notice electronically. At least 10 days prior to the meeting, the city, county, or city and county shall make available to the public the data indicating the amount of cost, or the estimated cost, required to provide the public facilities and the revenue sources anticipated to fund those public facilities, including general fund revenues. The new or increased fee shall be effective no earlier than 60 days following the final action on the adoption or increase of the fee, unless the city, county, or city and county follows the procedures set forth in subdivision (b) of Section 66017.

(c) If a city, county, or city and county receives a request for mailed notice pursuant to this section, or a local agency receives a request for mailed notice pursuant to Section 66016, the city, county, or city and county or other local agency may provide the notice via electronic mail for those who specifically request electronic mail notification. A city, county, city or county, or other local agency that provides electronic mail notification pursuant to this subdivision shall send the electronic mail notification to the electronic mail address indicated in the request. The electronic mail notification authorized by this subdivision shall operate as an alternative to the mailed notice required by this section.

(d) (1) Any member of the public, including an applicant for a development project, may submit evidence that the city, county, or other local agency’s determinations and findings required pursuant to subdivision (a) of Section 66001 are insufficient or that the local agency otherwise failed to comply with this chapter. Evidence submitted pursuant to this subdivision may include, but is not limited to, information regarding the proposed fee calculation, assumptions, or methodology or the calculation, assumptions, or methodology for an existing fee upon which the proposed fee or fee increase is based.

(2) The legislative body of the city, county, or other local agency shall consider any evidence submitted pursuant to paragraph (1) that is timely submitted under this chapter. After consideration of the evidence, the legislative body of the city, county, or other local agency may change or adjust the proposed fee or fee increase if deemed necessary by the legislative body.

SEC. 4. Section 50466.5 is added to the Health and Safety Code, to read:

50466.5. (a) On or before January 1, 2024, the department shall create an impact fee nexus study template that may be used by local jurisdictions. The template shall include a method of calculating the feasibility of housing being built with a given fee level.

(b) The department may contract with nonprofit or academic institutions to complete the template.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

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

SUBJECT: KINGS COUNTY COMMISSION ON AGING SENIOR NUTRITION PROGRAM

SUMMARY:

Overview:

The State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act (ARPA), was signed into law by President Biden on March 11, 2021. The bill includes \$65.1 billion in direct, flexible aid to every county in America. Kings County was allocated \$29,706,802 and since 2021 have designated funds through the ARPA Committee.

Recommendation:

Authorize the County Administrative Officer to sign the Agreement with the Kings County Commission on Aging for American Rescue Plan Act funding.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount for the Commission on Aging is \$150,000, with funding coming from the County's ARPA allocation budget unit 110910.

BACKGROUND:

During the October 4, 2022 board meeting, the Executive Director of Services at the Commission on Aging, asked during public comment to use American Rescue Plan Act funding in the amount of \$150,000 to help with the food costs associated with reopening the senior centers. The board directed administration to work with the Executive Director of Services at the Commission on Aging and bring back an agenda item at a later date. The Senior Nutrition program provides meals to impacted and at-risk community, the program provides safe delivery of meals to isolated seniors who may be homebound by disability or quarantine and provides meals and

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

KINGS COUNTY COMMISSION ON AGING SENIOR NUTRITION PROGRAM

December 20, 2022

Page 2 of 2

socialization to seniors who are more mobile able to attend congregate meal settings. The program supports mitigation efforts such as access to information and assistance to complimentary services such as vaccination opportunities and other community-based resources.

This project is to support and augment the existing Senior Nutrition program, the senior nutrition program serves populations who have been identified as "impacted households and communities" including low- or moderate-income households and households that experienced increased food or housing insecurity. The COVID-19 pandemic created an increase in the demands for senior nutrition services, the need and demand for these services has remained constant throughout the pandemic. Also due to the heavy regulations imposed by the Older American Act, Commission on Aging is unable to provide flexibility within their programs.

Commission on Aging has been distributing frozen meals for the last two and a half years due to the pandemic, but the seniors are requesting the nutrition sites re-open. At this time Avenal and Corcoran locations have re opened, Hanford planning re open in January. Senior centers provide both socialization and physical activity and are extremely important for the overall wellbeing of our older adult population. Long term the services provided at the senior sites help to prevent hospitalizations, the need for high-cost caregiver services and for placement in skilled nursing facilities. The proposed budget includes the funds will be spent on purchasing food, supplies and Personal Protective Equipment for the Avenal, Corcoran, Hanford location. These funds must be used within one year from the date of the agreement.

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

COUNTY OF KINGS

American Rescue Plan Act Funding Agreement

This Agreement (“Agreement”) is made and entered into this ___ day of _____, 2022 (“Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and Kings County Commission on Aging, a California Non-Profit Corporation (“Recipient”) (collectively “Parties”).

RECITALS

WHEREAS, Governor Gavin Newsom issued Executive Order 20-N-25 on March 12, 2020, and Executive Order 20-N33 on March 19, 2020, establishing a state-wide stay-at-home order to protect public health, to minimize the spread of COVID-19 and to mitigate the effects of the COVID-19 pandemic;

WHEREAS, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan Act (ARPA), provides up to \$350 billion to state, local and tribal governments across the country to support their response to the complications arising from the COVID-19 public health emergency; and

WHEREAS, County was provided an allocation of funding under SLFRF/ARPA, and its Board of Supervisors voted to approve Recipient’s application for ARPA funding in the amount of \$150,000 to supplement its Senior Nutrition program, which suffered decreased revenues from COVID-19 and which serves a population with disproportionately "impacted households and communities".

NOW THEREFORE, the Parties mutually agree as follows:

1. SCOPE

A. The County hereby grants to Recipient the funds (“Funds”) set forth in **Exhibit A**. Recipient shall use funds to do, perform, and carry out the purposes and activities set forth in it’s Request for ARPA Funding and Application attached as **Exhibit B**.

B. Recipient shall not be entitled to nor shall receive from County any additional funding, consideration, compensation, or other remuneration under this Agreement, except as set forth in Exhibit A.

C. To the extent this Agreement is based on the anticipation of funding that is not forthcoming, County reserves the right to propose an amendment or to unilaterally terminate this Agreement immediately upon notice to Recipient.

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2. TERM

This Agreement shall commence on the Effective Date and shall remain in full force and effect until both Parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

3. RECIPIENT RESPONSIBILITIES

A. Recipient shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible.

B. Recipient shall maintain receipts and backup documentation supporting the expenditure of any and all Funds received pursuant to this Agreement and shall provide such receipts and documentation to the County on a regular basis, no less than one time a month. All receipts and documentation shall be received by County within one year after the effective date of this Agreement.

C. In the event the County determines, through ARPA monitoring or audit processes, that the Recipient failed to carry out the activities set forth in Exhibit B, such non-compliance is a material breach of this Agreement and upon receiving notice of non-compliance from the County, Recipient shall immediately reimburse the County any and all non-compliant Funds set forth in Exhibit A.

4. INDEPENDENT CONTRACTOR

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

B. Each of the Parties agrees that it, including any and all of its officers, agents, and employees, shall have no employment rights or benefits available to it from the other Party, nor any obligation to provide employment rights or benefits to the other Party's employees. Each Party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and employees all legally and contractually required employee rights and benefits. In addition, each Party shall be solely responsible and hold the other Party harmless from all matters relating to payment of each Party's employees.

5. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Recipient and a representative authorized by County Board of Supervisors.

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6. COMPLIANCE WITH LAW

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

7. CONFLICT OF INTEREST

A. Recipient warrants that none of its employees, their immediate families, its directors or officers have a financial interest, including, but not limited to, other projects or independent contracts with the County, and shall not acquire any financial interest, direct or indirect, which conflicts with carrying out Recipient's obligations under this Agreement.

B. Recipient shall not employ or retain any person who has a financial interest, including, but not limited to, other projects or independent contracts with the County, nor any financial interest, direct or indirect, which conflicts with Recipient carrying out its obligations under this Agreement while this Agreement is in effect. Services rendered by Recipient's associates or employees shall not relieve Recipient from personal responsibility under this clause. Recipient has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

8. NONDISCRIMINATION

A. In carrying out the obligations under this Agreement, Recipient shall comply with all applicable federal, State and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, or sexual orientation.

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

10. UNFORESEEN CIRCUMSTANCES

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

11. NOTICE

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

COUNTY:
EDWARD HILL
COUNTY ADMINISTRATIVE OFFICER
COUNTY OF KINGS
1400 WEST LACEY BLVD.
HANFORD, CA 93230

RECIPIENT:
BOBBIE WARTSON
EXECUTIVE DIRECTOR OF SERVICES
KINGS COUNTY COMMISSION ON AGING
P.O. BOX 598
ARMONA, CA 93202

B. If notice is given by: i) personal delivery, it is effective as of the date of personal delivery; ii) overnight carrier, it is effective as of the date of delivery; iii) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

12. CHOICE OF LAW

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

13. SEVERABILITY

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

14. NO THIRD-PARTY BENEFICIARIES

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

15. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

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

B. The Parties agree that each party has had an opportunity to review this Agreement and to consult with legal counsel, and it is expressly agreed and understood that the rule stated

in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

C. An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

D. This Agreement may be signed in counterparts which, when compiled, will have the same effect as if they were original.

16. AUTHORITY

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

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

COUNTY OF KINGS

RECIPIENT

By: _____
Edward Hill
County Administrative Officer

By: Bobbie Wartson
87193A70302D5122F452C4A22317AF99 readysign
Bobbie Wartson
Executive Director of Services

APPROVED AS TO FORM:
Diane Freeman, County Counsel

By: Diane Freeman

- Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: Request for ARPA Funding and Application

EXHIBIT A
FUNDING AWARD

Recipient: Kings County Commission on Aging

Amount of Funding Approved: \$150,000

Recipient shall use the Funds for the purposes and amounts identified in it's request for ARPA funding and application attached to this Agreement as Exhibit B, and in accordance with the terms and representations set forth therein.

Any Funds not obligated by Recipient within 12 months of receipt shall be returned to the County.

Recipient is required to retain all records as specified in the attached Agreement and will submit invoices and other documents as may be requested by the County to substantiate use of funding in accordance with the Final Rules of the American Rescue Plan Act.

Exhibit B

ARPA Criteria Template- April 2022

ARPA funds are non-recurring so their use should be applied primarily to non-recurring expenditures. Please use the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule as a guide for the request.

- Care should be taken to avoid creating new programs or add-ons to existing programs that require an ongoing financial commitment.
- Use of ARPA funds to cover operating deficits caused by COVID-19 should be considered temporary and additional budget restraint may be necessary to achieve/maintain structural balance in future budgets.
- Investment in critical infrastructure is particularly well suited use of ARPA funds because it is a non-recurring expenditure that can be targeted to strategically important long-term assets that provide benefits over many years. However, care should be taken to assess any on-going operating costs that may be associated with the project.

Partnering Efforts. State and local jurisdictions should be aware of plans for ARPA funding throughout their communities.

- Local jurisdictions should be cognizant of state-level ARPA efforts, especially regarding infrastructure, potential enhancements of state funding resources, and existing or new state law requirements.
- Consider regional initiatives, including partnering with other ARPA recipients. It is possible there are many beneficiaries of ARPA funding within your community, such as schools, transportation agencies and local economic development authorities. Be sure to understand what they are planning and augment their efforts; alternatively, creating cooperative spending plans to enhance the structural financial condition of your community.

Submitting Department Name Kings County Commission on Aging Senior Nutrition Program

Title of Project Senior Nutrition Program

Please provide a concise (4 to 5 sentence) explanation of the project. This should be a summary of the necessary information about the project in order for the County to “make its case” for ARPA funding and how it ties to American Rescue Plan

Our Nutrition Program is seeking funding in order to expand the ability for meal programs to address continuing senior nutrition crisis and purchase supplies for the nutrition sites. Since the start of the pandemic, the nutrition program has experienced a 78% increase in persons served, in addition to the skyrocketing cost of food. We serve seniors throughout the county and have seen our food cost increase five times pre-pandemic costs. Due to the senior sites being closed for over two and a half year we are having to start over. Also due to the heavy regulations imposed by the Older American Act, we are unable to provide flexibility within our programs. Today's seniors are not looking for your typical sit down meal along with Bingo. If we are going to continue to serve this growing population, we need to have flexibility in meeting their needs.

What category of funding does this fall into (Use categories identified in the final rule only):

1. Responding to Public Health and Economic Impacts of COVID-19 - Responding to Negative Economic Impacts - Assistance to Households: Food Assistance
2. Responding to Public health and Economic Impacts of COVID-19 - Responding to Negative Economic Impacts - Assistance to Nonprofits: Financial Insecurity; Increased Costs

How does this project support the recovery from the COVID-19 public health emergency?

The Senior Nutrition program provides meals to impacted and at-risk community, the program provides safe delivery of meals to isolated seniors who may be homebound by disability or quarantine and provides meals and socialization to seniors who are more mobile able to attend congregate meal settings. The program supports mitigation efforts such as access to information and assistance to complimentary services such as vaccination opportunities and other community based resources.

Please provide a detailed description of the project. Key questions to consider and answer:

- **Why is there a need for this project and why is it important to the local community?**

This project is to support and augment the existing Senior Nutrition program, the senior nutrition program serves populations who have been identified as "impacted households and communities" including low or moderate income households and households that experienced increased food or housing insecurity. The COVID-19 pandemic created an increase in the demands for senior nutrition services, the need and demand for these services has remained constant throughout the pandemic. Also due to the heavy regulations imposed by the Older American Act, we are unable to provide flexibility within our programs. Today's seniors are not looking for your typical sit down meal along with Bingo. If we are going to continue to serve this growing population, we need to have flexibility in meeting their needs.

- **Why is the project a good use of taxpayer funds and what is the positive impact for Kings County?**

- **Who will the project serve? How many individuals/families would benefit from this project?**

Kings County is a rural community where many seniors age of 60 years old and above fall at or below the Federal Poverty Level. The project will serve seniors, their spouses and disabled. We are serving 450-500 seniors per week.

- **How will the money be spent?**

On food and supplies for the nutrition sites. We have been distributing frozen meals for the last 2 and a half years due to the pandemic, but the seniors are wanting the nutrition sites re-open. The funds will be spent for three locations Avenal, Corcoran, and Hanford to get them back up and running again. The funding will also be used to provide services and meals that meet the needs of seniors that are not looking for typical senior site programs. Senior centers provide both socialization and physical activity and are extremely important for the overall wellbeing of our older adult population. Long term the services provided at the senior sites help to prevent hospitalizations, the need for high cost caregiver services and for placement in skilled nursing facilities. If we want to remain current and useful to this new and growing older adult population, we need to have flexibility in how we provide services. The current funding we receive is very regulated and prevents any type of out of the box ideas.

Note: you may provide additional materials (photos, charts, maps, etc.).

Total Cost to Complete the Project (Federal AND Non-Federal Funds):

This section is intended to be a budget breakdown and should include the activities for which the requested funding will be utilized, i.e., what specific elements will be paid for with ARPA funding?

Select Funding Source	Funding Amount	Description of Funding Source
ARPA Funding	\$150000.00	To help with purchasing food, supplies and PPE for for Avenal, Corcoran, Hanford
ARPA Funding		
ARPA Funding		
ARPA Funding		

Total Cost of Project: 150,000.00

***Total Cost should match all funding sources added together**

If the request includes personnel, please detail the number and types of positions and sources of funding for the position(s) in future years.

NO

Finally, has the project previously received any federal, state, or private funding, including federal discretionary grants and/or formula funding? If yes, how much, from what source, and when?

We received \$75,063 (CDA), \$81,307 (ARPA), and \$6,194 (CARES) for Congregate meals.

Can the Department Obligate all Requested Funding Within 12 Months of Receipt?

Yes

List of Stakeholder Groups who Support the Project:

Kings Tulare Agency on Aging (KT/AAA)

Estimated Project Start Date:

This project is to support and augment the existing Senior Nutrition program this is an ongoing project.

Estimated Project Completion Date:

This project is to support and augment the existing Senior Nutrition program this is an ongoing project.

Current Developmental Status of the Project:

This project is to support and augment the existing Senior Nutrition program this is an ongoing project. At the start of the pandemic the senior nutrition sites closed due to safety precaution, as the pandemic has progressed the senior sites have remained closed since 2020. We are at a point now where we have the ability to reopen sites however the challenge is being able to meet the existing demand for services as the service delivery changes from full home delivered meals to a mix of home delivered means and meals at congregate sites.

The ARPA Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

In general, to if the project falls within the eligible uses of funds in this category “Responding to Public Health and Economic Impacts of COVID”, submission needs to (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact.

Recipients have broad flexibility to (1) identify and respond on how the funds will be used for pandemic impacts and (2) identify the populations that experienced pandemic impacts.

Please identify groups or "classes" of beneficiaries that experienced pandemic impacts and how the funds will provide services to those classes. For more information please refer to Final Interim Rule.

- Low or Moderate income households or communities
- Household that experienced increased food or housing insecurity
- Nonprofit

The ARPA Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. In general, if the project falls within the eligible uses of funds in this category “**Responding to Public Health and Economic Impacts of COVID**”, submission needs to (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact.

- a. What Impacted and/or Disproportionally Impacted population does this project primarily serve?

Senior citizens; Low or Moderate income households or communities; Household that experienced increased food or housing insecurity

- b. Please select the population primarily served.

- If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Senior citizens; Low or Moderate income households or communities; Household that experienced increased food or housing insecurity

For more information please refer to Final Interim Rule.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Department of Public Health - Rose Mary Rahn/Everardo Legaspi
SUBJECT: PUBLIC HEALTH EMERGENCY PREPAREDNESS, HOSPITAL
PREPAREDNESS AND PANDEMIC INFLUENZA GRANTS

SUMMARY:

Overview:

The California Department of Public Health has offered Public Health Emergency Preparedness (PHEP), Hospital Preparedness Program (HPP), and State General Fund Pandemic Influenza (Pan Flu) grants to Kings County totaling \$395,727 in Fiscal Year 2022-2023. The grants must be used to develop and maintain public health disaster preparedness, preparedness for pandemic influenza and for healthcare facilities and emergency medical services to develop and maintain all-hazards disaster preparedness.

Recommendation:

- a. Approve the comprehensive agreement with the California Department of Public Health for the Public Health Emergency Preparedness, Hospital Preparedness and General Fund Pandemic Influenza grants retroactively effective from July 1, 2022 through June 30, 2027;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

Total 5-year allocation through fiscal year 2026-2027, \$2,255,933.

Total allocation for fiscal year 2022-2023: \$395,727

- PHEP Allocation: \$189,175
- HPP Allocation: \$141,527
- Pan Flu Allocation: \$65,025

(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

PUBLIC HEALTH EMERGENCY PREPAREDNESS, HOSPITAL PREPAREDNESS AND PANDEMIC INFLUENZA GRANTS

December 20, 2022

Page 2 of 2

The recommended action results in budget transfers to decrease Health Realignment account 85002 by \$943, decrease Federal Aid-CDC HPP account 86039 by \$18, and increase Federal Aid-CDC account 86038 by \$961 to balance to the FY 2022-2023 State allocations under budget unit 417400. The remaining year's allocations will be included in their respective budgets.

BACKGROUND:

Kings County has received funding for public health and bioterrorism preparedness through the California Department of Public Health since 2002. The Public Health Emergency Preparedness (PHEP) and Hospital Preparedness Program (HPP) allocations are from federal funds that are disbursed to the State by Federal Government, and thence from the State to counties. The Pandemic Influenza Grant (Pan Flu) is allocated from the State of California's general fund. Each year, the Health Department develops a budget that uses all the funds allocated to the County. This reflects the planned use of the funds, including allowed personnel costs, equipment, planned drills and trainings. The State allows budget revisions during the grant year to accommodate changes and the redirection of funds, so long as the grant requirements are met.

The term of the grant began July 1, 2022 and terminates on June 30, 2027. Kings County Department of Public Health received the agreement from the California Department of Public Health for review on October 13, 2022. The retroactive request for approval is a result of the California Department of Public Health's Contracts Management Unit being short staffed causing a delay in the drafting of the grant agreements. Additional modifications and agreements relating to carrying over unspent funds from year to year may also require signing.

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

2022-23 to 2026-27 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP) Funding

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Kings, hereinafter “Grantee”

Implementing the CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP),” hereinafter “Project”

GRANT AGREEMENT NUMBER 22-10652

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 the California Health and Safety Code, Sections 101315 to 101319.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide funding for public health and medical emergency preparedness goals and objectives in accordance with the Centers for Disease Control and Prevention (CDC) #5NU90TP922005-04-00 Public Health Emergency Preparedness (PHEP), the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP), State General Fund (GF) Pandemic Influenza, and CDPH guidance.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$2,255,933

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

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

California Department of Public Health	Grantee: County of Kings
Attention: Nathan Blair	Attention: Rose Mary Rahn
1615 Capital Avenue	330 Campus Drive
Sacramento, CA 95814	Hanford, CA 93230
(916) 650-6416	(559) 852-2625
nathan.blair@cdph.ca.gov	RoseMary.Rahn@co.kings.ca.us

Direct all inquiries to the following representatives:

California Department of Public Health, Emergency Preparedness Office	Grantee: County of Kings
Attention: Sarah Westerman	Attention: Brionne Jackson
1615 Capital Avenue	330 Campus Drive, Bldg. 5
Sacramento, 95814	Hanford, CA 93230
(916) 650-6416	(559) 852-2634
sarah.westerman@cdph.ca.gov	Brionne.Jackson@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: Crystal Hommerding
330 Campus Drive, Bldg. 5
Hanford, CA 93230
(559) 852-4593
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 SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit B Attachment 1 Advance Payment Provisions
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR APPLICATIONS
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS
- 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 subgrantee's 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 Kings County Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, CA 93230

Date: _____
Jeannie Galarpe, Chief
Contracts Management Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 1: Foundation for Health Care and Medical Readiness

Objective: The community’s health care organizations and other stakeholders – coordinated through a sustainable Health Care Coalition – have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Establish and operationalize a health care coalition (HCC) <input checked="" type="checkbox"/> Objective 2: Identify risk and needs <input checked="" type="checkbox"/> Objective 3: Develop a health care coalition preparedness plan <input checked="" type="checkbox"/> Objective 4: Train and prepare the health care and medical workforce <input checked="" type="checkbox"/> Objective 5: Ensure preparedness is sustainable	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Identify health care coalition members 2. Establish health care coalition governance 3. Assess hazard vulnerabilities and risks 4. Assess regional health care resources 5. Prioritize resource gaps and mitigation strategies 6. Assess community planning for children, pregnant women, seniors, individuals with access and functional needs, including people with disabilities, and others with unique needs 7. Engage clinicians 8. Engage community leaders 9. Promote sustainability of HCC 10. Promote role-appropriate NIMS implementation 11. Educate and train on identified preparedness and response gaps 12. Plan and conduct coordinated exercises with HCC members and other response organizations

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 2: Health Care and Medical Response Coordination

Objective: Health care organizations, the HCC, their jurisdiction(s), and the state's/jurisdiction's ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Develop and coordinate health care organization and health care coalition response plans <input checked="" type="checkbox"/> Objective 2: Utilize information sharing procedures and platforms <input checked="" type="checkbox"/> Objective 3: Coordinate response strategy, resources, and communications	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Develop a health care coalition response plan 2. Develop information sharing procedures 3. Communicate with the public during an emergency 4. Identify and coordinate resource needs during an emergency 5. Coordinate an incident action planning during an emergency 6. Communicate with health care providers, non-clinical staff, patients, and visitors during an emergency

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 3: Continuity of Health Care Service Delivery

Objective: Health care organizations, with support from the HCC and the state's/jurisdiction's ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 2: Plan for continuity of operations <input checked="" type="checkbox"/> Objective 3: Maintain access to non-personnel resources during an emergency <input checked="" type="checkbox"/> Objective 6: Plan for and coordinate health care evacuation and relocation <input checked="" type="checkbox"/> Objective 5: Protect responder safety and health	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Develop a health care organization continuity of operations plan 2. Assess supply chain integrity 3. Assess and address equipment, supply, and pharmaceutical requirements 4. Develop and implement evacuation and relocation plans 5. Distribute resources required to protect the health care workforce 6. Train and exercise to promote responder safety and health

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 4: Medical Surge

Objective: Health care organizations deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the state’s/jurisdiction’s ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC’s collective resources, the HCC supports the health care delivery system’s transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Plan for a medical surge <input checked="" type="checkbox"/> Objective 2: Respond to a medical surge	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Incorporate medical surge planning into a health care organization emergency operations plan 2. Incorporate medical surge into a health care coalition response plan 3. Implement emergency department and inpatient medical surge response 4. Develop an alternate care system 5. Provide pediatric care during a medical surge response 6. Provide surge management during a chemical or radiation emergency event 7. Provide burn care during a medical surge response 8. Enhance infections disease preparedness and surge response

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 1: Strengthen Community Resilience

Objective: Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Capabilities to Support the Domain	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 1: Community preparedness <input checked="" type="checkbox"/> Capability 2: Community recovery	7/1/22 – 6/30/27	1. Determine the risks to the health of the jurisdiction 2. Ensure HPP coordination 3. Plan for the whole community 4. Focus on the tribal planning and engagement 5. Ensure emergency support function (ESF) cross-discipline coordination and partner and stakeholder collaboration 6. Strengthen and implement plans through training and exercising 7. Obtain public comment and input

PHEP Domain 2: Strengthen Incident Management

Objective: Incident management is the ability to activate, coordinate and manage health and medical emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

Capabilities to Support the Domain	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 3: Emergency operations coordination	7/1/22 – 6/30/27	1. Activate and coordinate public health emergency operations

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 3: Strengthen Information Management

Objective: Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 4: Emergency public information and warning <input checked="" type="checkbox"/> Capability 6: Information sharing	7/1/22 – 6/30/27	1. Maintain situational awareness during incidents 2. Coordinate information sharing 3. Coordinate emergency information and warning

PHEP Domain 4: Strengthen Countermeasures and Mitigation

Objective: Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate nonpharmaceutical and responder safety and health measures during response to a public health incident.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 8: Medical countermeasure dispensing and administration <input checked="" type="checkbox"/> Capability 9: Medical materiel management and distribution <input checked="" type="checkbox"/> Capability 11: Nonpharmaceutical interventions <input checked="" type="checkbox"/> Capability 14: Responder safety and health	7/1/22 – 6/30/27	1. Develop and exercise plans for MCM distribution, dispensing, and vaccine administration 2. Maintain preparedness plans based on risks 3. Participate in ORRs and self-assessment 4. Submit updated MCM action plans 5. Update local distribution site survey 6. Coordinate nonpharmaceutical interventions (NPIs) 7. Support the protection of responders' health and safety

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 5: Strengthen Surge Management

Objective: Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 5: Fatality <input checked="" type="checkbox"/> Capability 7: Mass care <input checked="" type="checkbox"/> Capability 10: Medical surge <input checked="" type="checkbox"/> Capability 15: Volunteer management	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Coordinate activities to manage public health and medical surge 2. Coordinate with public health, health care, mental/behavioral health, and human services needs during mass care operations 3. Coordinate with partners to address public health needs during fatality management operations 4. Coordinate medical and other volunteers to support public health and medical surge 5. Support HPP medical surge planning

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 6: Strengthen Biosurveillance

Objective: Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 12: Public health laboratory testing <input checked="" type="checkbox"/> Capability 13: Public health surveillance and epidemiological investigation	7/1/22 – 6/30/72	<ol style="list-style-type: none"> 1. Conduct epidemiological surveillance and investigation 2. Conduct laboratory testing

Exhibit A
Scope of Work
Pandemic Influenza Planning

Pandemic Influenza

Objective: Strengthen planning and response efforts in order to be prepared for an influenza Pandemic.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Function 1: Update and/or maintain a local Pandemic Influenza plan</p> <p><input checked="" type="checkbox"/> Function 2: Maintain a surveillance system for reporting novel/variant influenza virus infections and influenza-associated deaths in children <18 years of age, and report data via electronic or fax during the regular influenza season.</p> <p><input checked="" type="checkbox"/> Function 3: Maintain the ability to conduct case-based surveillance for influenza as requested by CDC and/or CDPH. For example, all cases, hospitalizations, ICU admissions, or deaths, and report those cases via electronic means or fax during a pandemic.</p> <p><input checked="" type="checkbox"/> Function 4: Maintain the ability of the public health laboratory to type and subtype influenza A viruses and lineage type influenza B viruses (if the laboratory is capable of lineage type testing) for any cases tested for influenza by status of clinical severity (e.g., hospitalized ICU/severe cases, outpatients, and/or fatal cases) during both the regular influenza season and in a pandemic and report results to CDPH through established reporting mechanisms.</p> <p><input checked="" type="checkbox"/> Function 5: Submit influenza positive specimens to the CDPH Viral and Rickettsial Diseases Laboratory (VRDL) for antiviral resistance testing, as provided by CDPH's Immunization Branch, in accordance with the Association of Public Health Laboratories (APHL) Influenza Virologic Surveillance Right Size Roadmap.</p> <p><input checked="" type="checkbox"/> Function 6: Conduct active or passive monitoring for influenza-like illness among persons exposed to avian or novel influenza viruses (e.g., persons exposed to poultry or other animals infected with avian influenza on farms inside or outside of CA, persons exposed to humans with novel or variant influenza virus infections such as H7N9, H5N1, H3N2v, or H1N2v).</p> <p><input checked="" type="checkbox"/> Function 7: Conduct at least one mass vaccination clinic exercise and maximize attendance in order to test and evaluate the mass vaccination capability and capacity.</p> <p><input checked="" type="checkbox"/> Function 8: In conjunction with the immunization coordinator, support efforts to intensify seasonal flu vaccination efforts to enhance pandemic influenza preparedness.</p>	<p>7/1/22 – 6/30/27</p>	<ol style="list-style-type: none"> 1. Up-to-date written policies and procedures in place to ensure pandemic influenza readiness and response, including LHD collaborative efforts with local and state partners, effective administration and documentation of vaccines, guidelines for prioritizing lab testing and distribution of materials to partners, document vaccine administration in the immunization registry, and procedures for communication to promote vaccine and preventative measures. 2. Surveillance systems are maintained to ensure accurate and timely documentation of novel/variant influenza virus infections, influenza-associated deaths in children and/or case-specific data requested by state and federal partners. 3. Local public health laboratories maintain capability and capacity to type and subtype influenza viruses. 4. Updated written procedures in place for monitoring exposed persons exposed to avian or novel influenza viruses, including laboratory testing and ensuring regular communication of activities and outcomes to state partners. 5. Conduct a mass vaccination clinic and complete an After-Action Report/Improvement Plan (AAR/IP). 6. Implementation of processes for ensuring optimal utilization of influenza vaccines within local communities, including target populations such as persons with underlying medical conditions and/or school-aged children.

Exhibit B, Attachment 1
Advance Payment Provisions

1. Advance Payment Authority and Limitation

- A. Pursuant to Government Code Section 11019, CDPH may authorize one annual advance payment each state fiscal year in an amount not to exceed twenty-five percent (25%) of the Grantee's annual contract budget(s).
- B. If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Grantee's annual contract budget.

2. Conditions for Receiving an Advance Payment

No advance payment shall be issued until:

- A. The Agreement has been approved and fully executed.
- B. The Grantee has met CDPH advance payment eligibility requirements and has submitted proof of eligibility as required by CDPH (i.e., proof of nonprofit status and need for advance funds).
- C. The Grantee has obtained a Commercial Blanket Fidelity Bond equal to or in excess of the amount of the advanced funds. The California Department of Public Health shall be the loss payee on said fidelity bond.
- D. The prior year advance payment issued by the funding program under this Agreement, if any, has been fully liquidated or repaid in full. At no time may the sum total of any advance payment exceed 25% percent of the total annual Agreement amount.

3. Separate Bank Account / Management of Funds

- A. Advanced funds received from CDPH must be deposited in an account:
 - 1) Managed by a bank or financial institution that is a member of the FDIC.
 - 2) That is interest bearing.
 - 3) Separate from other fund accounts of the Grantee.
- B. Grantee must forward one set of bank signature cards for this account to the CDPH Program Contract Manager assigned to this Agreement. One copy of any new signature cards must be forwarded to the CDPH Program Grantee Manager whenever changes are made to the persons named on the bank signature card within the term of the Agreement. The bank signature cards must:
 - 1) Be signed by one or more persons in the Grantee's organization who are authorized to withdraw funds.
 - 2) Indicate that Grantee withdrawals shall be by check only.

Grantee withdrawals do not require countersignature by CDPH.

Exhibit B, Attachment 1
Advance Payment Provisions

- 3) Indicate that CDPH withdrawals shall be accompanied by a written CDPH directive and be issued by check only and made payable to the California Department of Public Health.
 - a. Said written directive from CDPH shall indicate the Grantee is in default of its contractual obligations or indicate that cancellation or termination of the Agreement is imminent or has been initiated.
 - b. CDPH withdrawals do not require countersignature by the Grantee.
- C. The Grantee shall transmit to the CDPH Program Grant Manager a copy of an agreement letter from the bank or financial institution in which the bank account is established, clearly setting forth the special character of the account, the responsibilities of the bank thereunder, and whether or not the account is interest bearing. The agreement letter should, at a minimum, indicate:
 - 1) CDPH Agreement number,
 - 2) Name, address of bank or financial institution, and bank account number,
 - 3) If the bank or financial institution is a member of the FDIC,
 - 4) If the account is interest bearing,
 - 5) That the purpose of the account is to only to receive and disburse monies advanced to the Grantee by CDPH,
 - 6) Grantee shall only make withdrawals by check,
 - 7) Bank or financial institution agrees to take the following action upon receipt of a written directive from the California Department of Public Health indicating the Agreement has been or will be cancelled or terminated or that the Grantee is in default:
 - a. Withhold further withdrawals from the account by the Grantee and/or its designees, and
 - b. Allow CDPH designees, named within the directive, to withdraw any and all funds in the above referenced account by check made payable to the California Department of Public Health.
 - 8) Bank disclaimers if deemed appropriate such as the bank will not be responsible for withdrawals meeting the above criteria and/or subsequent use of those funds.
- D. Within thirty (30) calendar days of receiving an advance payment from CDPH, the Grantee must:
 - 1) Notify CDPH in writing that the advanced funds have been placed in an account meeting the requirements stipulated in paragraph 3.A. above.
 - 2) Submit copies of the account signature cards as indicated in paragraph 3.B. above.
 - 3) Submit an agreement letter from the bank or financial institution clearly setting forth the

Exhibit B, Attachment 1
Advance Payment Provisions

special character of the account as indicated in paragraph 3.C. above.

4. Fidelity Bond Requirements

- A. The Grantee must obtain a Commercial Blanket Fidelity Bond equal to the amount of the advanced funds.
- B. The California Department of Public Health shall be the loss payee.
- C. Said Bond shall be maintained until all advanced payments have been fully liquidated, offset, or repaid to CDPH.
- D. The Grantee shall submit proof of said documentation to CDPH, upon request.

5. Disbursement of Advanced Funds by CDPH

Advance payments issued by CDPH shall be made by check. Checks shall be payable to the Grantee as named on Agreement and shall be marked "For Deposit Only".

6. Use of Advanced Funds

Advanced funds shall be used solely for the purpose of making payments for allowable costs incurred under the terms and conditions of this Agreement.

7. Returning Interest Earned on Advanced Payments

- A. Any interest accrued from funds advanced under this Agreement shall be identified and returned to CDPH by or before:
 - 1) June 30th of the fiscal year in which the advance was issued, or
 - 2) Prior to the expiration or termination of said Agreement if the Agreement expires or is terminated prior to June 30th.
- B. Place the following information on the face of the interest warrant:
 - 1) CDPH agreement # _____
 - 2) Interest Earned on Advance Payment Account -- Fiscal Year ___/___.
- C. Label and address each interest warrant as follows:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate department name and/or invoice submission address. A change in the department name and/or invoice address shall be accomplished via a written notice to the Grantee by the State and shall not require an

Exhibit B, Attachment 1
Advance Payment Provisions

amendment to this Agreement.

8. Liquidation of Advanced Funds

A. Unless otherwise stipulated in this Agreement, advanced funds shall be liquidated:

- 1) No later than June 30th of the fiscal year in which the advance was issued, or
- 2) Prior to the expiration or termination date or at the time of termination if the Agreement expires or is terminated prior to June 30th,
- 3) According to the repayment schedule that is determined by CDPH and confirmed in writing to the Grantee.

B. If any advanced funds have not been liquidated upon completion or termination of this Agreement, the balance thereof shall be:

- 1) Promptly paid by the Grantee to CDPH upon demand, or
- 2) Deducted from any sum otherwise due to the Grantee from CDPH, or
- 3) Deducted from any sum that may become due to the Grantee from CDPH.

9. Return / Repayment of Advanced Funds

A. The Grantee may, at any time, repay all or any part of the Advanced Payment.

B. CDPH may, at any time, demand full repayment of any unliquidated balance. Upon receipt of such demand, The Grantee shall promptly repay the unliquidated balance.

10. Default Provisions

A. The State, without limiting any rights which it may otherwise have, may in its sole discretion, and upon written notice to the Grantee, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, and/or withdraw all or any part of the advance payment balance in the identified bank account, and/or terminate this Agreement upon occurrence of any of the following events:

- 1) Termination of this Agreement.
- 2) A finding by CDPH that the Grantee:
 - a. Has failed to observe any of the covenants, conditions, or warranties of this exhibit,
 - b. Has failed to comply with any material provision of this Agreement,
 - c. Has failed to make satisfactory progress/performance in completion of the terms and conditions of this Agreement,
 - d. Is in such unsatisfactory financial condition as to endanger performance of this Agreement,

Exhibit B, Attachment 1
Advance Payment Provisions

- e. Has allocated resources for the performance of this Agreement that CDPH believes are substantially exceeding the reasonable requirements for performance of this Agreement,
 - f. Is delinquent in payment of taxes, subcontractors, or any other cost of performance of this Agreement in the ordinary course of business.
- B. Appointment of a trustee, receiver or liquidator for all or a substantial part of the Grantee's property, or institution of bankruptcy, reorganization arrangement of liquidation proceedings by or against the Grantee.
- C. Service of any writ of attachment, levy, or execution or commencement of garnishment proceedings.
- D. The commission of an act of bankruptcy.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, 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 total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

C. HPP, PHEP, and Pan Flu 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 Grant Application 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.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Advance Payments

- A. Advance payments are subject to the provisions outlined in Exhibit B Attachment 1 entitled "Advance Payment Provisions".
- B. Advance payments may be requested annually up to 25% of each annual budget by submitting an invoice for the amount of the advance. Grantor must liquidate or offset the amount of the advance with invoices before the end of each budget year/period. Regular payments thereafter, may be requested not more frequently than once per month in arrears.
- C. If an amendment increases the annual budget total, CDPH may advance up to 25% of any increase. If an amendment decreases the annual budget total, Grantor agrees to remit to CDPH the appropriate pro-rata share of any funds already advanced and shall do so within thirty (30) calendar days of receiving a re-payment request from CDPH.
- D. Grantor agrees to remit any unexpended advance payment balance to CDPH within forty-five (45) calendar days following the submission of the Grantee's final invoice.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) 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.

6. 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.

April 12, 2022

TO: All Local Public Health Emergency Preparedness Directors

**RE: Request for Applications
Public Health Emergency Preparedness Funding**

Authority:

Health and Safety Code Sections:
100150-100236, 100250-100255, 100325-100950,
101315-101319, 131000-131020, and 131050-131231

Government Code Sections: 8574.48 and 8587.8-
8587.9

California Code of Regulations, Titles 17 and 22

Dear Local Public Health Emergency Preparedness Director:

The California Department of Public Health (CDPH), Emergency Preparedness Office (EPO) is pleased to announce the request for applications (RFA) for emergency preparedness for public health and the health care coalition grants. This request for application includes the following funding sources:

1. Centers for Disease Control and Prevention's (CDC) Public Health Emergency Preparedness (PHEP);
2. Assistant Secretary for Preparedness and Response's (ASPR) Hospital Preparedness Program (HPP); and
3. State General Fund Pandemic Influenza (GF Pan Flu).

Collectively, this funding is intended to enhance day-to-day response plans and prepare for public health and/or medical emergencies. CDPH will enter into a five-year grant agreement with Local Health Jurisdictions (LHJ) covering the period July 1, 2022 to June 30, 2027. LHJs can apply for each funding source, as applicable (see *Attachment 2*). Following is a description of each funding source and their intended use.

CDC PHEP

PHEP funding is intended to build public health preparedness and response capabilities nationwide. CDPH is providing PHEP funding to LHJs within California to build and strengthen their abilities to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events. Preparedness activities funded with PHEP should specifically target the development of emergency-ready public health departments that are flexible and adaptable. For additional information, please visit the [website](#) for CDC's State and Local Readiness PHEP.

Lab

Public Health Laboratory funding is carved from PHEP funding to support local public health laboratories to maintain their Laboratory Response Network (LRN-B) capability to detect biological threats and emerging infectious diseases

CRI

Public Health Cities Readiness Initiative funding is intended to enhance preparedness in large metropolitan public health jurisdictions, to effectively respond to large public health emergencies needing life-saving medicines and medical supplies. CRI funding is to develop, test, and maintain plans to quickly receive medical countermeasures from the Strategic National Stockpile and distribute them to local communities.

ASPR HPP

HPP funding is intended to improve capacity of the health care system to plan for and respond to large-scale emergencies and disasters. CDPH is providing HPP funding to local public health jurisdictions within California to development and sustain health care coalitions (HCCs). HCCs consist of core members from health care, public health, emergency medical services and emergency management organizations plus additional members that support the health care delivery system. HCCs partner to prepare health care systems to respond to emergencies and disasters, with an aim to improve patient outcomes during disasters and to minimize the need for state and federal resources. For additional information, please visit the [website](#) for ASPR's HPP.

GF Pan Flu

GF Pan Flu funding is intended to enhance LHJs readiness to respond to an infectious disease outbreak. GF Pan Flu funding compliments and supports PHEP and HPP funding goals while expanding the planning, training, and exercising of mass vaccinations in response to an infectious disease outbreak.

Funding:

Funding for the five-year grant period is approved on an annual basis. The funding allocations for HPP are an estimate based on FY 2021-22 allocations as ASPR has not released final allocations for FY 2022-23 (see Attachment 1). The total grant agreement will be based on the allocations listed in Attachment 1 and multiplied by five years.

Funding of local public health jurisdictions is contingent on CDPH-EPO receiving federal and State funds each fiscal year. CDPH-EPO will release local allocations and funding guidance (see Attachment 4) along with FY 22-23 budget templates annually to local public health jurisdictions for all emergency preparedness for public health and the health care delivery system grants prior to the start of the next fiscal year.

Application Submission Requirements:

1. Complete and submit a Letter of Intent (*Attachment 2*) and Project Representative information (*Attachment 3*) and email to LHBTProg@cdph.ca.gov by **April 19, 2022**.
2. Complete an Application package, starting with Attachments 4I-4M, as applicable, and submit to CDPH at: LHBTProg@cdph.ca.gov by **May 20, 2022**.

Upon receipt of attachments 2 & 3, your assigned contract manager will finalize your grant agreement and will send to your LHJ for review and approval. As a reminder, LHJs are not to begin work under this RFA until there is a fully executed grant agreement.

We look forward to collaborating on these activities with your LHJ. EPO will host an application webinar on April 19th and 20th, 2022 to go over the requirements and activities of these funding sources. If you have any questions or need further clarification, please reach out to your EPO Contract Manager.

Sincerely,



On behalf of
Melissa Relles
Assistant Deputy Director
Emergency Preparedness Office
California Department of Public Health

Attachments

- Attachment 1: Local Allocation Tables
- Attachment 2: Letter of Intent
- Attachment 3: Project Representatives
- Attachment 4: Funding Guidance:
 - A. PHEP Workplan
 - B. HPP Workplan
 - C. Pan Flu Workplan
 - D. Multi-County LEMSA Workplan
 - E. PHEP Budget (CRI & Lab)
 - F. HPP Budget
 - G. Pan Flu Budget
 - H. Budget Personnel Summary
 - I. Contact Information
 - J. Gov. Agency Taxpayer ID Form
 - K. Fiscal Corrective Action Plan (CAP)
 - L. Inventory Disposal Schedule
 - M. Lab Training & Assistance Application

cc: CCLHO and CHEAC

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 Total Grant Summary						
Local Health Department	HPP Allocation	PHEP Allocation	CRI Allocation	Lab Allocation	Pan Flu Allocation	FY 22-23 Total (all grants)
ALAMEDA	\$456,863	\$0	\$0	\$0	\$0	\$456,863
ALAMEDA (minus Berkeley)	\$0	\$909,224	\$332,860	\$0	\$110,721	\$1,352,805
ALPINE	\$125,115	\$110,590	\$0	\$0	\$60,037	\$295,742
AMADOR	\$129,233	\$129,400	\$0	\$0	\$61,231	\$319,864
BERKELEY	\$0	\$170,603	\$25,240	\$0	\$63,846	\$259,689
BUTTE	\$159,987	\$215,192	\$0	\$0	\$66,676	\$441,855
CALAVERAS	\$129,981	\$133,375	\$0	\$0	\$61,483	\$324,839
COLUSA	\$123,844	\$121,547	\$0	\$0	\$60,733	\$306,124
CONTRA COSTA	\$356,150	\$708,890	\$249,425	\$0	\$98,007	\$1,412,472
DEL NORTE	\$111,690	\$123,987	\$0	\$0	\$60,888	\$296,565
EL DORADO	\$164,137	\$211,400	\$42,231	\$0	\$66,435	\$484,203
FRESNO	\$316,642	\$642,882	\$221,935	\$281,933	\$93,818	\$1,557,210
GLENN	\$125,333	\$125,404	\$0	\$0	\$60,978	\$311,715
HUMBOLDT	\$132,504	\$177,916	\$0	\$281,933	\$64,310	\$656,663
IMPERIAL	\$162,268	\$206,558	\$0	\$0	\$66,128	\$434,954
INYO	\$122,675	\$119,635	\$0	\$0	\$60,611	\$302,921
KERN	\$308,139	\$584,497	\$0	\$0	\$90,113	\$982,749
KINGS	\$141,527	\$189,175	\$0	\$0	\$65,025	\$395,727
LAKE	\$119,100	\$143,187	\$0	\$0	\$62,106	\$324,393
LASSEN	\$130,523	\$124,311	\$0	\$0	\$60,908	\$315,742
LONG BEACH	\$0	\$0	\$0	\$0	\$75,407	\$75,407
LOS ANGELES (minus Long Beach & Pasadena)	\$0	\$0	\$0	\$0	\$370,662	\$370,662
MADERA	\$142,715	\$192,253	\$0	\$0	\$65,220	\$400,188
MARIN	\$176,640	\$243,793	\$55,722	\$0	\$68,491	\$544,646
MARIPOSA	\$127,041	\$119,362	\$0	\$0	\$60,594	\$306,997
MENDOCINO	\$142,362	\$154,984	\$0	\$0	\$62,855	\$360,201
MERCED	\$182,061	\$257,840	\$0	\$0	\$69,382	\$509,283
MODOC	\$126,901	\$114,926	\$0	\$0	\$60,313	\$302,140
MONO	\$121,619	\$116,901	\$0	\$0	\$60,438	\$298,958
MONTEREY	\$212,607	\$336,983	\$0	\$0	\$74,405	\$623,995

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 Total Grant Summary						
Local Health Department	HPP Allocation	PHEP Allocation	CRI Allocation	Lab Allocation	Pan Flu Allocation	FY 22-23 Total (all grants)
NAPA	\$152,573	\$181,438	\$0	\$0	\$64,534	\$398,545
NEVADA	\$138,912	\$160,588	\$0	\$0	\$63,210	\$362,710
ORANGE	\$756,789	\$1,746,911	\$681,740	\$281,933	\$163,882	\$3,631,255
PASADENA	\$0	\$0	\$0	\$0	\$64,786	\$64,786
PLACER	\$200,519	\$320,206	\$87,546	\$0	\$73,340	\$681,611
PLUMAS	\$128,629	\$119,403	\$0	\$0	\$60,597	\$308,629
RIVERSIDE	\$616,698	\$1,383,945	\$530,572	\$0	\$140,847	\$2,672,062
SACRAMENTO	\$437,716	\$920,219	\$337,440	\$281,933	\$111,418	\$2,088,726
SAN BENITO	\$137,726	\$142,972	\$13,732	\$0	\$62,092	\$356,522
SAN BERNARDINO	\$516,858	\$1,239,371	\$470,360	\$281,933	\$131,672	\$2,640,194
SAN DIEGO	\$789,170	\$1,830,808	\$716,680	\$281,933	\$169,206	\$3,787,797
SAN FRANCISCO	\$300,290	\$564,160	\$189,148	\$0	\$88,822	\$1,142,420
SAN JOAQUIN	\$281,964	\$516,681	\$0	\$281,933	\$85,809	\$1,166,387
SAN LUIS OBISPO	\$179,324	\$250,748	\$0	\$281,933	\$68,932	\$780,937
SAN MATEO	\$278,301	\$507,188	\$165,421	\$0	\$85,206	\$1,036,116
SANTA BARBARA	\$213,379	\$338,983	\$0	\$0	\$74,532	\$626,894
SANTA CLARA	\$512,470	\$1,113,901	\$418,104	\$281,933	\$123,710	\$2,450,118
SANTA CRUZ	\$177,309	\$245,528	\$0	\$0	\$68,601	\$491,438
SHASTA	\$155,005	\$202,283	\$0	\$281,933	\$65,856	\$705,077
SIERRA	\$125,639	\$111,655	\$0	\$0	\$60,105	\$297,399
SISKIYOU	\$128,268	\$133,009	\$0	\$0	\$61,460	\$322,737
SOLANO	\$212,850	\$337,610	\$0	\$0	\$74,445	\$624,905
SONOMA	\$222,001	\$361,320	\$0	\$281,933	\$75,949	\$941,203
STANISLAUS	\$189,229	\$398,566	\$0	\$0	\$78,313	\$666,108
SUTTER	\$139,678	\$162,572	\$0	\$0	\$63,336	\$365,586
TEHAMA	\$132,479	\$143,921	\$0	\$0	\$62,153	\$338,553
TRINITY	\$127,711	\$117,025	\$0	\$0	\$60,446	\$305,182
TULARE	\$207,473	\$360,036	\$0	\$281,933	\$75,868	\$925,310
TUOLUMNE	\$135,711	\$137,750	\$0	\$0	\$61,761	\$335,222

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 Total Grant Summary						
Local Health Department	HPP Allocation	PHEP Allocation	CRI Allocation	Lab Allocation	Pan Flu Allocation	FY 22-23 Total (all grants)
VENTURA	\$292,319	\$543,509	\$0	\$0	\$87,511	\$923,339
YOLO	\$168,572	\$222,890	\$47,016	\$0	\$67,164	\$505,642
YUBA	\$135,295	\$151,215	\$0	\$0	\$62,616	\$349,126
Multi-County LEMSAs	\$280,635	\$0	\$0	\$0	\$0	\$280,635
Lab Training & Assistance	\$0	\$0	\$0	\$406,500	\$0	\$406,500
TOTALS	\$13,019,153	\$21,651,226	\$4,585,172	\$3,789,696	\$4,960,000	\$48,005,247

\$48,005,247

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 HPP Allocations (Base: \$125,000)							Change
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Multi-County LEMSA Amount	Multi-County LEMSA	Final 22-23 Allocation	
ALAMEDA	1,656,591	\$457,596	\$456,863	\$0		\$456,863	-\$733
ALPINE	1,135	\$125,115	\$125,227	\$112	Mountain Valley EMS	\$125,115	\$0
AMADOR	37,377	\$129,245	\$132,488	\$3,255	Mountain Valley EMS	\$129,233	-\$12
BUTTE	202,669	\$161,248	\$165,600	\$5,613	Sierra-Sac Valley EMS	\$159,987	-\$1,261
CALAVERAS	45,036	\$129,921	\$134,022	\$4,041	Mountain Valley EMS	\$129,981	\$60
COLUSA	22,248	\$123,747	\$129,457	\$5,613	Sierra-Sac Valley EMS	\$123,844	\$97
CONTRA COSTA	1,153,854	\$354,628	\$356,150	\$0		\$356,150	\$1,522
DEL NORTE	26,949	\$111,725	\$130,399	\$18,709	North Coast EMS	\$111,690	-\$35
EL DORADO	195,362	\$163,464	\$164,137	\$0		\$164,137	\$673
FRESNO	1,026,681	\$314,678	\$330,674	\$14,032	Central California EMS	\$316,642	\$1,964
GLENN	29,679	\$125,240	\$130,946	\$5,613	Sierra-Sac Valley EMS	\$125,333	\$93
HUMBOLDT	130,851	\$132,826	\$151,213	\$18,709	North Coast EMS	\$132,504	-\$322
IMPERIAL	186,034	\$162,578	\$162,268	\$0		\$162,268	-\$310
INYO	18,563	\$122,655	\$128,719	\$6,044	ICEMA	\$122,675	\$20
KERN	914,193	\$307,648	\$308,139	\$0		\$308,139	\$491
KINGS	152,543	\$141,545	\$155,559	\$14,032	Central California EMS	\$141,527	-\$18
LAKE	63,940	\$119,039	\$137,809	\$18,709	North Coast EMS	\$119,100	\$61
LASSEN	27,572	\$130,739	\$130,523	\$0		\$130,523	-\$216
MADERA	158,474	\$142,449	\$156,747	\$14,032	Central California EMS	\$142,715	\$266
MARIN	257,774	\$176,921	\$176,640	\$0		\$176,640	-\$281
MARIPOSA	18,037	\$127,024	\$128,613	\$1,572	Mountain Valley EMS	\$127,041	\$17
MENDOCINO	86,669	\$142,507	\$142,362	\$0		\$142,362	-\$145
MERCED	284,836	\$181,438	\$182,061	\$0		\$182,061	\$623
MODOC	9,491	\$126,905	\$126,901	\$0		\$126,901	-\$4
MONO	13,295	\$121,636	\$127,663	\$6,044	ICEMA	\$121,619	-\$17
MONTEREY	437,318	\$212,814	\$212,607	\$0		\$212,607	-\$207

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 HPP Allocations (Base: \$125,000)							
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Multi-County LEMSA Amount	Multi-County LEMSA	Final 22-23 Allocation	<i>Change</i>
NAPA	137,637	\$152,687	\$152,573	\$0		\$152,573	-\$114
NEVADA	97,466	\$138,918	\$144,525	\$5,613	Sierra-Sac Valley EMS	\$138,912	-\$6
ORANGE	3,153,764	\$760,862	\$756,789	\$0		\$756,789	-\$4,073
PLACER	404,994	\$199,750	\$206,132	\$5,613	Sierra-Sac Valley EMS	\$200,519	\$769
PLUMAS	18,116	\$128,635	\$128,629	\$0		\$128,629	-\$6
RIVERSIDE	2,454,453	\$611,165	\$616,698	\$0		\$616,698	\$5,533
SACRAMENTO	1,561,014	\$434,611	\$437,716	\$0		\$437,716	\$3,105
SAN BENITO	63,526	\$137,412	\$137,726	\$0		\$137,726	\$314
SAN BERNARDINO	2,175,909	\$515,019	\$560,897	\$44,039	ICEMA	\$516,858	\$1,839
SAN DIEGO	3,315,404	\$790,527	\$789,170	\$0		\$789,170	-\$1,357
SAN FRANCISCO	875,010	\$303,717	\$300,290	\$0		\$300,290	-\$3,427
SAN JOAQUIN	783,534	\$278,999	\$281,964	\$0		\$281,964	\$2,965
SAN LUIS OBISPO	271,172	\$180,191	\$179,324	\$0		\$179,324	-\$867
SAN MATEO	765,245	\$278,922	\$278,301	\$0		\$278,301	-\$621
SANTA BARBARA	441,172	\$214,943	\$213,379	\$0		\$213,379	-\$1,564
SANTA CLARA	1,934,171	\$515,550	\$512,470	\$0		\$512,470	-\$3,080
SANTA CRUZ	261,115	\$178,992	\$177,309	\$0		\$177,309	-\$1,683
SHASTA	177,797	\$154,829	\$160,618	\$5,613	Sierra-Sac Valley EMS	\$155,005	\$176
SIERRA	3,189	\$125,637	\$125,639	\$0		\$125,639	\$2
SISKIYOU	44,330	\$128,238	\$133,881	\$5,613	Sierra-Sac Valley EMS	\$128,268	\$30
SOLANO	438,527	\$212,631	\$212,850	\$0		\$212,850	\$219
SONOMA	484,207	\$223,133	\$222,001	\$0		\$222,001	-\$1,132
STANISLAUS	555,968	\$188,871	\$236,376	\$47,147	Mountain Valley EMS	\$189,229	\$358
SUTTER	101,289	\$139,443	\$145,291	\$5,613	Sierra-Sac Valley EMS	\$139,678	\$235
TEHAMA	65,354	\$132,352	\$138,092	\$5,613	Sierra-Sac Valley EMS	\$132,479	\$127
TRINITY	13,535	\$127,697	\$127,711	\$0		\$127,711	\$14
TULARE	481,733	\$206,513	\$221,505	\$14,032	Central California EMS	\$207,473	\$960
TUOLUMNE	53,465	\$135,932	\$135,711	\$0		\$135,711	-\$221

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 HPP Allocations (Base: \$125,000)						
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Multi-County LEMSA Amount	Multi-County LEMSA	Final 22-23 Allocation
VENTURA	835,223	\$292,785	\$292,319	\$0		\$292,319
YOLO	217,500	\$169,133	\$168,572	\$0		\$168,572
YUBA	79,407	\$135,091	\$140,908	\$5,613	Sierra-Sac Valley EMS	\$135,295
TOTALS	29,422,397	12,738,516	13,019,153	280,635		\$12,738,518

Change

-\$466

-\$561

\$204

Population	29,422,397
Local HPP Allocation	\$13,019,153
Local Base Allocation	\$125,000

Multi-County LEMSA Allocation	Total
Central California EMS	\$56,127
Mountain Valley EMS	\$56,127
Sierra-Sac Valley EMS	\$56,127
North Coast EMS	\$56,127
ICEMA	\$56,127
Total	\$280,635

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 PHEP Allocations (Base: \$110,000)				
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Final 22-23 Allocation
ALAMEDA (minus Berkeley)	1,539,830	\$898,389	\$909,224	\$909,224
ALPINE	1,135	\$110,585	\$110,589	\$110,590
AMADOR	37,377	\$129,185	\$129,400	\$129,400
BERKELEY	116,761	\$172,419	\$170,603	\$170,603
BUTTE	202,669	\$217,083	\$215,192	\$215,192
CALAVERAS	45,036	\$132,926	\$133,375	\$133,375
COLUSA	22,248	\$121,153	\$121,547	\$121,547
CONTRA COSTA	1,153,854	\$697,407	\$708,890	\$708,890
DEL NORTE	26,949	\$123,900	\$123,987	\$123,987
EL DORADO	195,362	\$208,393	\$211,400	\$211,400
FRESNO	1,026,681	\$631,106	\$642,882	\$642,882
GLENN	29,679	\$124,971	\$125,404	\$125,404
HUMBOLDT	130,851	\$177,879	\$177,916	\$177,916
IMPERIAL	186,034	\$206,127	\$206,558	\$206,558
INYO	18,563	\$119,463	\$119,635	\$119,635
KERN	914,193	\$577,229	\$584,497	\$584,497
KINGS	152,543	\$188,219	\$189,175	\$189,175
LAKE	63,940	\$142,610	\$143,187	\$143,187
LASSEN	27,572	\$124,682	\$124,311	\$124,311
MADERA	158,474	\$190,530	\$192,253	\$192,253
MARIN	257,774	\$242,818	\$243,793	\$243,793
MARIPOSA	18,037	\$119,200	\$119,362	\$119,362
MENDOCINO	86,669	\$154,783	\$154,984	\$154,984
MERCED	284,836	\$254,372	\$257,840	\$257,840
MODOC	9,491	\$114,873	\$114,926	\$114,926
MONO	13,295	\$116,856	\$116,901	\$116,901
MONTEREY	437,318	\$334,635	\$336,983	\$336,983

Change

10,835

(+1)

5

215

-1,816

-1,891

449

394

11,483

87

3,007

11,776

433

37

431

172

7,268

956

577

-371

1,723

975

162

201

3,468

53

45

2,348

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 PHEP Allocations (Base: \$110,000)					
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Final 22-23 Allocation	<i>Change</i>
NAPA	137,637	\$180,825	\$181,438	\$181,438	613
NEVADA	97,466	\$159,961	\$160,588	\$160,588	627
ORANGE	3,153,764	\$1,736,591	\$1,746,911	\$1,746,911	10,320
PLACER	404,994	\$315,574	\$320,206	\$320,206	4,632
PLUMAS	18,116	\$119,298	\$119,403	\$119,403	105
RIVERSIDE	2,454,453	\$1,353,650	\$1,383,945	\$1,383,945	30,295
SACRAMENTO	1,561,014	\$902,010	\$920,219	\$920,219	18,209
SAN BENITO	63,526	\$141,751	\$142,972	\$142,972	1,221
SAN BERNARDINO	2,175,909	\$1,220,355	\$1,239,371	\$1,239,371	19,016
SAN DIEGO	3,315,404	\$1,812,475	\$1,830,808	\$1,830,808	18,333
SAN FRANCISCO	875,010	\$567,173	\$564,160	\$564,160	-3,013
SAN JOAQUIN	783,534	\$503,942	\$516,681	\$516,681	12,739
SAN LUIS OBISPO	271,172	\$251,184	\$250,748	\$250,748	-436
SAN MATEO	765,245	\$503,745	\$507,188	\$507,188	3,443
SANTA BARBARA	441,172	\$340,082	\$338,983	\$338,983	-1,099
SANTA CLARA	1,934,171	\$1,109,058	\$1,113,901	\$1,113,901	4,843
SANTA CRUZ	261,115	\$248,115	\$245,528	\$245,528	-2,587
SHASTA	177,797	\$200,663	\$202,283	\$202,283	1,620
SIERRA	3,189	\$111,630	\$111,655	\$111,655	25
SISKIYOU	44,330	\$132,640	\$133,009	\$133,009	369
SOLANO	438,527	\$334,167	\$337,610	\$337,610	3,443
SONOMA	484,207	\$361,031	\$361,320	\$361,320	289
STANISLAUS	555,968	\$393,992	\$398,566	\$398,566	4,574
SUTTER	101,289	\$161,303	\$162,572	\$162,572	1,269
TEHAMA	65,354	\$143,164	\$143,921	\$143,921	757
TRINITY	13,535	\$116,899	\$117,025	\$117,025	126
TULARE	481,733	\$354,410	\$360,036	\$360,036	5,626
TUOLUMNE	53,465	\$137,964	\$137,750	\$137,750	-214

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 PHEP Allocations (Base: \$110,000)					
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Final 22-23 Allocation	<i>Change</i>
VENTURA	835,223	\$539,207	\$543,509	\$543,509	4,302
YOLO	217,500	\$222,895	\$222,890	\$222,890	-5
YUBA	79,407	\$150,170	\$151,215	\$151,215	1,045
TOTALS	29,422,397	\$21,457,717	\$21,651,225	\$21,651,226	

Population	29,422,397
Local PHEP Allocation	\$25,440,922
Local Lab	\$3,789,696
TOTAL Local PHEP Allocation (less Lab)	\$21,651,226
Local Base Allocation	\$110,000

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 CRI Allocations					
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Final 22-23 Allocation	<i>change</i>
ALAMEDA (minus Berkeley)	1,539,830	\$331,121	\$332,860	\$332,860	1,739
BERKELEY	116,761	\$26,216	\$25,240	\$25,240	-976
CONTRA COSTA	1,153,854	\$246,709	\$249,425	\$249,425	2,716
EL DORADO	195,362	\$41,325	\$42,231	\$42,231	906
FRESNO	1,026,681	\$218,863	\$221,935	\$221,935	3,072
MARIN	257,774	\$55,783	\$55,722	\$55,722	-61
ORANGE	3,153,764	\$683,164	\$681,740	\$681,740	-1,424
PLACER	404,994	\$86,341	\$87,546	\$87,546	1,205
RIVERSIDE	2,454,453	\$522,330	\$530,572	\$530,572	8,242
SACRAMENTO	1,561,014	\$332,642	\$337,440	\$337,440	4,798
SAN BENITO	63,526	\$13,336	\$13,732	\$13,732	396
SAN BERNARDINO	2,175,909	\$466,346	\$470,360	\$470,360	4,014
SAN DIEGO	3,315,404	\$715,035	\$716,681	\$716,680	1,645
SAN FRANCISCO	875,010	\$192,012	\$189,148	\$189,148	-2,864
SAN MATEO	765,245	\$165,372	\$165,421	\$165,421	49
SANTA CLARA	1,934,171	\$419,602	\$418,104	\$418,104	-1,498
YOLO	217,500	\$47,416	\$47,016	\$47,016	-400
TOTALS	21,211,252	\$4,563,613	\$4,585,173	\$4,585,172	

Population	21,211,252
Local CRI Allocation	\$4,585,172

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 Lab Allocations				
Local Health Department	22-23 Allocation	22-23 Lab Trainee	22-23 Lab Assistance	Final 22-23 Allocation
FRESNO	\$281,933	\$0	\$0	\$281,933
HUMBOLDT	\$281,933	\$0	\$0	\$281,933
ORANGE	\$281,933	\$0	\$0	\$281,933
SACRAMENTO	\$281,933	\$0	\$0	\$281,933
SAN BERNARDINO	\$281,933	\$0	\$0	\$281,933
SAN DIEGO	\$281,933	\$0	\$0	\$281,933
SAN JOAQUIN	\$281,933	\$0	\$0	\$281,933
SAN LUIS OBISPO	\$281,933	\$0	\$0	\$281,933
SANTA CLARA	\$281,933	\$0	\$0	\$281,933
SHASTA	\$281,933	\$0	\$0	\$281,933
SONOMA	\$281,933	\$0	\$0	\$281,933
TULARE	\$281,933	\$0	\$0	\$281,933
TOTALS	\$3,383,196	\$0.00	\$0.00	\$3,383,196

Pending Allocation

Local LRN-B Labs	12	
Local Lab Allocation	\$3,383,196	
*Lab Trainee & Assist.	\$406,500	\$406,500
TOTAL Lab	\$3,789,696	

*Lab Trainee and Assistance funds to train microbiologist.

- 1) Allocated during application approval process.
- 2) Refer to Local Grant Application and Guidance plus Attachment for Lab Trainee and Assistance fund application.

FY 22-23 Pan Flu Allocations (Base: \$60,000)		
Local Health Department	Population	Final 22-23 Allocation
ALAMEDA (minus Berkeley)	1,539,830	\$110,721
ALPINE	1,135	\$60,037
AMADOR	37,377	\$61,231
BERKELEY	116,761	\$63,846
BUTTE	202,669	\$66,676
CALAVERAS	45,036	\$61,483
COLUSA	22,248	\$60,733
CONTRA COSTA	1,153,854	\$98,007
DEL NORTE	26,949	\$60,888
EL DORADO	195,362	\$66,435
FRESNO	1,026,681	\$93,818
GLENN	29,679	\$60,978
HUMBOLDT	130,851	\$64,310
IMPERIAL	186,034	\$66,128
INYO	18,563	\$60,611
KERN	914,193	\$90,113
KINGS	152,543	\$65,025
LAKE	63,940	\$62,106
LASSEN	27,572	\$60,908
LONG BEACH	467,730	\$75,407
LOS ANGELES (minus Long Beach & Pasadena)	9,431,422	\$370,662
MADERA	158,474	\$65,220
MARIN	257,774	\$68,491
MARIPOSA	18,037	\$60,594
MENDOCINO	86,669	\$62,855
MERCED	284,836	\$69,382
MODOC	9,491	\$60,313
MONO	13,295	\$60,438
MONTEREY	437,318	\$74,405

FY 22-23 Pan Flu Allocations (Base: \$60,000)		
Local Health Department	Population	Final 22-23 Allocation
NAPA	137,637	\$64,534
NEVADA	97,466	\$63,210
ORANGE	3,153,764	\$163,882
PASADENA	145,306	\$64,786
PLACER	404,994	\$73,340
PLUMAS	18,116	\$60,597
RIVERSIDE	2,454,453	\$140,847
SACRAMENTO	1,561,014	\$111,418
SAN BENITO	63,526	\$62,092
SAN BERNARDINO	2,175,909	\$131,672
SAN DIEGO	3,315,404	\$169,206
SAN FRANCISCO	875,010	\$88,822
SAN JOAQUIN	783,534	\$85,809
SAN LUIS OBISPO	271,172	\$68,932
SAN MATEO	765,245	\$85,206
SANTA BARBARA	441,172	\$74,532
SANTA CLARA	1,934,171	\$123,710
SANTA CRUZ	261,115	\$68,601
SHASTA	177,797	\$65,856
SIERRA	3,189	\$60,105
SISKIYOU	44,330	\$61,460
SOLANO	438,527	\$74,445
SONOMA	484,207	\$75,949
STANISLAUS	555,968	\$78,313
SUTTER	101,289	\$63,336
TEHAMA	65,354	\$62,153
TRINITY	13,535	\$60,446
TULARE	481,733	\$75,868
TUOLUMNE	53,465	\$61,761

FY 22-23 Pan Flu Allocations (Base: \$60,000)		
Local Health Department	Population	Final 22-23 Allocation
VENTURA	835,223	\$87,511
YOLO	217,500	\$67,164
YUBA	79,407	\$62,616
TOTALS	39,466,855	\$4,960,000

Population	39,466,855
Pan Flu Allocation	\$4,960,000
Base Allocation	\$60,000

CA Department of Finance
Population Estimates
Report E-1
Released: January 1, 2021

Local Health Department	22-23 Population
ALAMEDA	1,656,591
ALAMEDA (minus Berkeley)	1,539,830
ALPINE	1,135
AMADOR	37,377
BERKELEY	116,761
BUTTE	202,669
CALAVERAS	45,036
COLUSA	22,248
CONTRA COSTA	1,153,854
DEL NORTE	26,949
EL DORADO	195,362
FRESNO	1,026,681
GLENN	29,679
HUMBOLDT	130,851
IMPERIAL	186,034
INYO	18,563
KERN	914,193
KINGS	152,543
LAKE	63,940
LASSEN	27,572
LONG BEACH	467,730
LOS ANGELES (minus Long Beach & Pasadena)	9,431,422
MADERA	158,474
MARIN	257,774
MARIPOSA	18,037
MENDOCINO	86,669
MERCED	284,836
MODOC	9,491
MONO	13,295
MONTEREY	437,318

CA Department of Finance
Population Estimates
Report E-1
Released: January 1, 2021

Local Health Department	22-23 Population
NAPA	137,637
NEVADA	97,466
ORANGE	3,153,764
PASADENA	145,306
PLACER	404,994
PLUMAS	18,116
RIVERSIDE	2,454,453
SACRAMENTO	1,561,014
SAN BENITO	63,526
SAN BERNARDINO	2,175,909
SAN DIEGO	3,315,404
SAN FRANCISCO	875,010
SAN JOAQUIN	783,534
SAN LUIS OBISPO	271,172
SAN MATEO	765,245
SANTA BARBARA	441,172
SANTA CLARA	1,934,171
SANTA CRUZ	261,115
SHASTA	177,797
SIERRA	3,189
SISKIYOU	44,330
SOLANO	438,527
SONOMA	484,207
STANISLAUS	555,968
SUTTER	101,289
TEHAMA	65,354
TRINITY	13,535
TULARE	481,733
TUOLUMNE	53,465
VENTURA	835,223
YOLO	217,500
YUBA	79,407
TOTAL	39,466,855

California 39,466,855

Letter of Intent

Emergency Preparedness Office Public Health and Medical Emergency Preparedness Program Local Implementing Agency Funding Application

Fiscal Years (FY) FY 2022-23 through FY 2026-27
(July 1, 2022 to June 30, 2027)

Complete and email this form by 4:00pm April 19, 2022 to: LHBTProg@cdph.ca.gov

Emergency Preparedness Office
California Department of Public Health

1) Please complete the fields below for your Agency:

Project Representative:

Title:

Agency:

Address:

Telephone:

Email:

2) Please check the boxes below that indicate the funding source your Agency will apply.

- a) Public Health Emergency Preparedness (PHEP)
- b) Hospital Preparedness Program (HPP)
- c) Pandemic Influenza (Pan Flu)
- d) PHEP & Cities Readiness Initiative (CRI)
- e) PHEP & Laboratory (Lab)
- f) PHEP, CRI & Lab

3) Please complete the fields below in order to expedite processing your agreement.

Does your Agency require a board resolution for a new agreement?

When are your scheduled board meeting dates between May and September 2022?

Does your Agency require the contract be in hand to get on the Agenda?

When do you need the contract? (i.e. two weeks before, one month before, etc.)

4) By signing below, your Agency agrees to prepare the required documents for this funding application.

Signature of Project Director or Designee

Date

Printed name

Attachment 3

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

Direct all inquiries to the following representatives:

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

Attachment 4

Fiscal Year (FY) 2022 – 2027

Funding Guidance

Public Health and Health Care Coalition Emergency Preparedness Guidance

California Department of Public Health

Emergency Preparedness Office

Emergency Preparedness Office
California Department of Public Health
1615 Capitol Avenue, Suite 73.516
PO Box 997377, MS 7204
Sacramento, CA 95899



This material was produced by the California Department of Public Health's Emergency Preparedness Office with funding from the CDC, ASPR and California as Pandemic Influenza. This document contains both Federal and State dates and requirements that are subject to change due to emergency response efforts. Notification of such changes will be provided upon receipt.

TIMELINE

DATE	ACTIVITY
April 12, 2022	Funding Application Package release
April 19, 2022	Letter of Intent (Attachment 2) and Project Representative information (Attachment 3)
April 19 & 20, 2022	Application Webinar, all LHD call
May 20, 2022	Application Package
June 2022	Application Approval Letter
July 1, 2022	Five-Year Grant Agreement begins

Application Package Checklist

Application Document	Completed
All Grants	
Annual Single Audit of FY 21-22	
Budget Personnel Summary FY 22-23 (Attachment H)	
Contact Information FY 22-23 (Attachment I)	
Gov. Agency Taxpayer ID Form (Attachment J)	
Public Health Emergency Preparedness (PHEP)	
PHEP Workplan FY 22-23 (Attachment A)	
PHEP Budget FY 22-23 (Attachment E)	
Hospital Preparedness Program (HPP)	
HPP Workplan FY 22-23 (Attachment B)	
HPP Budget FY 22-23 (Attachment F)	
Pandemic Influenza (Pan Flu)	
Pan Flu Workplan FY 22-23 (Attachment C)	
Pan Flu Budget FY 22-23 (Attachment G)	
Cities Readiness Initiative (CRI) Jurisdictions	
PHEP CRI Budget FY 22-23 (Attachment E)	
Laboratory Response Network – Biological (LRN-B) Jurisdictions	
PHEP Lab Budget FY 22-23 (Attachment E)	
Multi-County LEMSA Jurisdictions	
Multi-County LEMSA Workplan FY 22-23 (Attachment D)	
IF Applicable	
Fiscal Corrective Action Plan (CAP) (Attachment K)	
Inventory Disposal Schedule FY 22-23 (Attachment L)	
Lab Training & Assistance Application FY 22-23 (Attachment M)	

Application funding is subject to change at any time because of changes in Federal or State program funding amendments.

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A. Introduction

The Emergency Preparedness Office (EPO) of the California Department of Public Health (CDPH) is soliciting applications from all Local Health Departments (LHDs) to provide public health and medical emergency preparedness funding for LHDs to plan, train, exercise and improve local public health and medical emergency response and recovery from a disaster. Funding sources include: the Centers for Disease Control and Prevention (CDC), for Public Health Emergency Preparedness (PHEP) planning, Cities Readiness Initiative (CRI), and Laboratory (Lab); the Assistant Secretary for Preparedness & Response (ASPR) for Hospital Preparedness Program (HPP) planning; and the State of California for Pandemic Influenza (Pan Flu) planning.

This application begins the process by which CDPH-EPO will prepare a five-year agreement. The CDPH-EPO authority for these grant agreements is vested in the California Health and Safety Code, Sections 100150-100236, 100250-100255, 100325-100950, 101315, 101319, 131000-131020, and 131050-131231; Government Code, Sections 8574.48 and 8587.8-8587.9; and California Code of Regulations, Titles 17 and 22. The services in this grant agreement are identified as 100% local assistance funding in our agency's budget and meet the conditions of State Contracting Manual 3.17.

The budget period (BP) for all funding streams begins on July 1st and ends on June 30th of each Fiscal Year (FY). The funding streams included in this Guidance are listed below:

- Public Health Emergency Preparedness (PHEP)
 - Cities Readiness Initiative (PHEP CRI)
 - Laboratory (PHEP Lab)
- Hospital Preparedness Program (HPP)
- Pandemic Influenza (Pan Flu)

B. Funding Authorization

1. Pandemic and All-Hazards Preparedness and Advancing Innovation (PAHPAI) Act

The PAHPAI Act reauthorizes, revises, and establishes several programs and entities relating to public health emergency preparedness and response. Language from the PAHPAI Act reauthorizing PHEP and HPP programs is as follows:

TITLE II--IMPROVING PREPAREDNESS AND RESPONSE

(Sec. 201) This section reauthorizes through FY2023 and revises the Public Health Emergency Preparedness cooperative-agreement program administered by the Centers

for Disease Control and Prevention (CDC) to include evaluations using evidence-based benchmarks and objective standards.

(Sec. 202) This section reauthorizes through FY2023 and revises the Hospital Preparedness Program administered by the Office of the Assistant Secretary for Preparedness and Response (ASPR) to require applicants for cooperative agreements under the program to describe the applicant's approach for coordinating services and integrating health data.

a) PHEP

- Awarding Agency: Department of Health and Human Services, Centers for Disease Control and Prevention (CDC)
- Funding Authority: Section 319C-1 of the Public Health Service (PHS) Act (title 47 United States Code (USC) 247d-3a), as amended.
- Award Recipient: California Department of Public Health
- Catalog of Federal Domestic Assistance (CFDA) Number: 93.069 – Public Health Emergency preparedness
- Assistance Type: Cooperative Agreement
- BP3 Grant Number: 5 NU90TP922005-03-00, Award Date: 04/26/2021
- Federal Award Identification Number (FAIN): NU90TP922005
- BP3 Notice of Funding Opportunity (NOFO) Number: CDC-RFA-TP19-1901
- Title of Project: Public Health Emergency Preparedness (PHEP) Cooperative Agreement
- Project Period: From 07/01/2019 through 06/30/2024
- PHEP Federal Project Description: The *Public Health Emergency Preparedness and Response Capabilities: National Standards of State, Local, Tribal, and Territorial Public Health* describes the 15 capability standards for PHEP recipients to strengthen during the 2019-2024 performance period. The capability standards inform the PHEP logic model, which is a high-level description of the PHEP program's general approach that displays "if-then" relationships between the program's strategies, activities, and outcomes. The logic model also highlights priority strategies and activities, provides examples of consequent outputs, and characterizes the intended outcomes that will result from building jurisdictional capabilities.

PHEP recipients are expected to show measurable progress toward achieving the short-term and long-term outcomes during this five-year performance period. CDC will use its PHEP Operational Readiness Review (ORR) Reporting and Tracking System (PORTS) evaluation process to measure PHEP recipient progress in achieving desired outcomes.

Subject to the availability of funding, CDC may introduce future projects that support advanced development of key public health preparedness capabilities in high population cities during the 2019-2024 performance period. This future project may support high

population cities with identifying gaps and strengthening chemical and radiological preparedness.

b) HPP

- Awarding Agency: Department of Health and Human Services, Assistant Secretary for Preparedness & Response (ASPR)
- Funding Authority: Section 319C-2 of the Public Health Services (PHS) Act (title 42 United States Code (USC) 247d-3b), as amended.
Section 311 of the PHS Act (title 42 USC 243), subject to available funding and other requirements and limitations
- Award Recipient: California Department of Public Health
- Catalog of Federal Domestic Assistance (CFDA) Number: 93.889 – National Bioterrorism Hospital Preparedness
- Assistance Type: Formula Grant
- BP2 Grant Number: 5 U3REP190564-02-00
- Federal Award Identification Number (FAIN): U3REP190564
- BP3 Funding Opportunity Announcement (FOA) Number: EP-U3R-19-001
- Title of Project: Hospital Preparedness Program Cooperative Agreement
- Project Period: From 07/01/2019 through 06/30/2024
- HPP Federal Project Description: ASPR's HPP funding is to strengthen and enhance the acute care medical surge capacity through the maintenance and growth of strong Health Care Coalitions (HCCs) within each HPP-funded state, territory, freely associated state, and locality. HPP funds are to build acute care medical surge capacity by ensuring that HPP recipients focus on objectives and activities that advance progress toward meeting the goals of the four capabilities detailed in the 2017-2022 Health Care Preparedness and Response Capabilities and document progress in establishing or maintaining response-ready health care systems through strong HCCs.

c) Pan Flu

Match to federal funding, authorized by the annual California Budget Act

PROGRAM AUTHORITY 4040-Public Health Emergency Preparedness: Health and Safety Code, Sections 100150-100236, 100250-100255, 100325-100950, 101315, 101319, 131000-131020, and 131050-131231; Government Code, Sections 8574.48 and 8587.8-8587.9; and California Code of Regulations, Titles 17 and 22.

4040010 - Emergency Preparedness

The Public Health Emergency Preparedness program coordinates preparedness and response activities for all public health emergencies, including natural disasters, acts of terrorism, and pandemic diseases. The program plans and supports surge capacity in the

medical care and public health systems to meet needs during emergencies. The program also administers federal and state funds that support Public Health emergency preparedness activities.

C. General Information

1. Funding Objective

CDPH-EPO is issuing a funding application request to Local Health Departments or their designated entity for a five-year grant period from July 1, 2022, to June 30, 2027. CDPH-EPO funds PHEP, HPP, Pan Flu, CRI and Lab to LHDs to complete service delivery within their jurisdiction, and to promote planning and preparedness for a response to all public health and medical emergencies, including natural disasters, acts of terrorism, and infectious diseases. The local emergency preparedness program plans shall support surge capacity in public health systems and the health care delivery system to meet the needs during emergencies.

The objective is to award funding for work with PHEP, HPP, Pan Flu, CRI and Lab eligible LHDs. Successful applicants will use jurisdictional hazard and vulnerability assessments, exercises, and real events to assess gaps, and develop improvement plans to inform and galvanize process improvement. Improvements and updates should be at least every three years and used to inform policy, processes, training and exercising needed to be ready for a public health and/or medical emergency that threatens the public's health and the stability of the health care delivery system with a long-term goal of sustaining readiness.

2. Funding Amount

CDPH-EPO will award approximately \$48M each FY dependent upon the annual Federal Continuation Guidance and State award. Attachment 1 is the DRAFT Local Allocation table for FY 2022-23 for each LHJ by funding stream. Each FY CDPH-EPO will release the annual Local Allocation table along with State Continuation Guidance based on federal funding authority and State awards. Refer to Continuation Guidance for additional information.

3. Eligibility

Applicants must be a California Local Health Department or Agency or a Local Health Department's designated entity, from here on referred to as Local Health Jurisdiction (LHJ) that meets all the criteria below:

- i. Operate within the county they authorize to serve,
- ii. Provide proof of non-profit status as part of the response to the Funding Application Request (for example, a copy of your signed 501(c) (3) IRS form),
- iii. Address public health and/or medical emergency preparedness and response planning and implementation and sustainment,
- iv. Follow the California Public Health and Medical Emergency Operations Manual (EOM), California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

- v. Demonstrate experience or capacity to provide public health and/or medical emergency preparedness and response planning and implementation to the jurisdiction,
- vi. Collaborate and coordinate with public health and medical emergency preparedness response partners and stakeholders representing the diverse assets, diverse populations in order to meet the public health and medical emergency preparedness and response needs of community, including addressing and promoting the following efforts: tribal engagement, at-risk populations and health equity, and
- vii. Possess the capacity to adhere to the agreement, fiscal and program reporting requirements of CDPH-EPO, CDC and ASPR.

D. Grant Agreement Award Process

Awarded Grant Agreements will be executed by June 30, 2022, for work to begin on July 1, 2022. CDPH-EPO reserves the right to fund any or none of the applications submitted.

Awards will be made to LHJs, whose applications are determined to be technically complete and whose professional qualifications and experience meet the terms of the Funding Application Package. The selection process may include a request for additional information to support the application. In addition, telephone interviews and/or site visits may take place between the selection processes, grant agreement negotiations, and grant agreement award dates.

E. Application Instructions

1. Intent to Apply

Prospective applicants who intend to apply are required to indicate their intention to apply, by submitting the Letter of Intent and Project Representatives. Failure to submit the mandatory, non-binding Letter of Intent will result in application rejection. The mandatory Letter of Intent is non-binding and prospective applicants are not required to apply merely because a Letter of Intent is submitted.

Submitting a Mandatory, Non-Binding Letter of Intent & Project Representatives

The mandatory, non-binding Letter of Intent and Project Representatives must be received by 4:00 pm (PST) on April 19, 2022. Submit the Letter of Intent via email. Email Subject Line: Letter of Intent for Funding Application FY 2022-2027 to LHBTProg@cdph.ca.gov and cc your Contract Manager.

2. Application Webinar

An Application Webinar will be scheduled in April 19 & 20, 2022. The purpose of the webinar is to review the information in this Funding Application Package and answer any questions applicants have regarding the application process.

3. Submission of Application

Submit all required application documents to LHBTProg@CDPH.ca.gov, and cc your Contract Manager, with an email subject line: *LHJ Name* Application documents, in the body of the email list all the attachments included. Application documents 4I-4M are due not later than May 20, 2022.

CDPH-EPO reserves the right to reject any or all applications and/or cancel the grant agreement made under this Funding Application Package. Acceptance of an application is subject to negotiations of an agreement between CDPH-EPO and the applicant.

All materials submitted in response to this Funding Application Package will become the property of CDPH-EPO at the time the application is received. All applicants agree that in applying, they authorize CDPH-EPO to verify any or all claimed information.

All applications must be complete when submitted. CDPH-EPO reserves the right to contact applicants during any application evaluation phase to clarify the content of the application and request changes.

Application will be considered as a representation that:

- i. The LHJ and any subcontractor(s) have carefully investigated all conditions which affect, now and in the future, the performance of the work covered by the application,
- ii. The LHJ and any subcontractor(s) are fully informed concerning the conditions to be encountered, quantity and quality of work to be performed, and
- iii. The LHJ and any subcontractor(s) are familiar with all Federal and State laws that affect the work to be conducted and the persons employed in the work.

Information, Addenda, or Changes

If any clarifications or modifications to this Funding Application Package are necessary, all questions and answers, addenda, or changes will be communicated to the applicant from LHBTProg@cdph.ca.gov. It is the responsibility of applicants to request to join CDPH-EPO emergency preparedness email distribution lists and keep their contact information up to date.

4. Required Application Documents

Complete and submit the required application documents for FY 2022-23. All required application documents for a complete application are included in the checklist on page 2 and detailed below. LHJs work plans and budgets for the current FY will be incorporated into the applicant's five-year agreement.

There are four Workplans; one for each grant (PHEP, HPP and Pan Flu) and one for the Multi-County Local Emergency Medical Services Agencies (MCLEMSA). All local applicants must complete and submit a workplan for each applicable funding stream indicated in Attachment 2 (Letter of Intent). Workplan Instructions are included in Appendix C, this appendix will be updated each FY and be included in the annual Continuation Guidance.

- **Attachment A: PHEP Workplan FY 22-23**

- **Attachment B: HPP Workplan FY 22-23**
- **Attachment C: Pan Flu Workplan FY 22-23**
- **Attachment D: Multi-County LEMSA Workplan FY 22-23**

The budget period for all application funding streams is July 1 to June 30. All budgets are based on the annual allocations for the upcoming FY, use Attachment I – DRAFT Local Allocation tables. Budget Instructions are outlined in Appendix A, this appendix will be updated each FY and be included in the annual Continuation Guidance.

- **Attachment E: PHEP Budget FY 22-23**
- **Attachment F: HPP Budget FY 22-23**
- **Attachment G: Pan Flu Budget FY 22-23**
- **Attachment E: PHEP CRI Budget FY 22-23**
- **Attachment E: PHEP Lab Budget FY 22-23**
- **Attachment H: Budget Personnel Summary FY 22-23**

5. FY Allocations

The DRAFT allocation tables for PHEP, PHEP CRI, PHEP Lab, HPP and Pan Flu funding are listed in Attachment 1, will be updated each FY, and be included in the annual Continuation Guidance.

a) Local Emergency Medical Services Agency (LEMSA) Allocations

Local Entities receiving HPP funding will fund their jurisdiction’s single county LEMSA at \$43,175. There are 25 LHJs that share a LEMSA, the five multi-county LEMSAs contract directly with CDPH-EPO, are required to complete the same workplan activities as the single county LEMSAs, multi-county LEMSAs complete Attachment D.

b) Cities Readiness Initiative (CRI)

California has sixteen LHJs outside of Los Angeles County designated as a CRI jurisdiction. California’s higher risk Metropolitan Statistical Areas (MSAs) are Los Angeles-Long Beach-Anaheim, San Diego-Carlsbad, and San Francisco-Oakland-Hayward. *City of Berkeley receives CRI funding; it is not counted as a separate CRI jurisdiction by the CDC. CRI LHJs complete Attachment E (PHEP Budget).

California CRI – Local Entities		
Alameda	Orange	San Diego
*City of Berkeley	Placer	San Francisco
Contra Costa	Riverside	San Mateo
El Dorado	Sacramento	Santa Clara
Fresno	San Benito	Yolo
Marin	San Bernardino	

c) Local Laboratory Response Network – Biological (LRN-B)

Fourteen of California’s public health labs are designated as LRN-B Reference Public Health Laboratories, see table below. *Twelve LRN-B Reference Public Health Laboratories are allocated \$281,933 of PHEP funding each year. LRN-B LHJs complete Attachment E (PHEP Budget).

LRN-B Reference Public Health Laboratories		
California Department of Public Health	*Sacramento	*Santa Clara
*Fresno	*San Bernardino	*Shasta
*Humboldt	*San Diego	*Sonoma
Los Angeles	*San Joaquin	*Tulare
*Orange	*San Luis Obispo	

An Annual Single Audit for the previous fiscal year, must be provided annually. The Annual Single Audit is reviewed and provided to CDPH’s internal audits program prior to the applicant’s audit. The Single Audit applies to state, local government, and nonprofit recipients. Single Audit must be submitted to the [Federal Audit Clearinghouse \(FAC\)](#), and to any Federal agency who specifically requests it. Federal guidelines require recipients to submit the documents no more than 30 days after the auditor issues its report or 9 months after the final day of the audit period, whichever comes first. Refer to <https://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>. All LHJs must provide their Annual Single Audit, **if** the audit is not available at the time the Application Package is due, please provide a letter from your health officer or fiscal officer stating when the Annual Single Audit will be provided. All LHJs provide their Single Audit for the previous FY.

- **Annual Single Audit of FY 21-22**

Current contact information for the emergency preparedness and response programs in LHJs must be submitted and kept up to date throughout the fiscal year. Complete and submit Contact Information, Attachment I. All LHJs complete Attachment I

- **Attachment I - Contact Information FY 22-23**

Government Agency Taxpayer ID form, CDPH9083, is used to confirm applicant’s payment address each fiscal year for Quarter 1 payments and future invoice reimbursements. Applicants must include this form each FY. All LHJs complete Attachment J.

- **Attachment J: Government Agency Taxpayer ID form**

6. If Applicable

A Health Officer Letter is required when the Local Health Department or Agency designates another entity to perform the programmatic and fiscal duties during the five-year agreement.

- Health Officer Letter

Local Public Health Laboratories designated as a Laboratory Response Network – Biological (LRN-B) are eligible to apply for additional funding to support Microbiologist training. For more information on how to apply for the PHEP Laboratory Training and Assistance funds, refer to Attachment M.

- Attachment M: PHEP Lab Training and Assistance application

The Inventory Disposal Schedule, Attachment L, is used to report any single piece of equipment with a value of \$5,000 or more that was disposed of during the fiscal year.

- Attachment L: Inventory Disposal Schedule

If the Local Entity has any outstanding audit finding(s) from prior years, a Fiscal CAP is required for each fiscal year when the audit finding(s) are unresolved.

- Attachment K: Fiscal Corrective Action Plan

7. Application Questions

Submit all application questions or concerns to LHBTProg@CDPH.ca.gov, and cc your Contract Manager, with an email subject line: *LHJ Name* Application Question, in the body of the email include your question, or outline your concerns and attach any relevant documents.

F. Funding Requirements

Each FY applicants are required to complete the following activities.

a) Capabilities Planning Guides

LHJs are required to complete the Public Health and Health Care Capabilities Planning Guides (CPGs). The CPG data are a point in time self-assessment of current preparedness abilities, used to identify gaps and guide planned activities for the upcoming FY. CDPH-EPO will provide the CPG questions and instructions on completing and submitting the CPG responses in the second quarter of each FY.

b) Emergency Preparedness Training Workshop (EPTW)

All LHJ Program Coordinators are required to attend the annual CDPH-EPO Emergency Preparedness Training Workshop (EPTW). Each FY EPTW will notify all LHJs via email and provide a link to the EPTW website with the dates, location, registration fee, agenda, and other details. CDPH-EPO encourages Local Entity staff, HPP Healthcare Partners, Healthcare Coalition partners, local Office of Emergency Services and Local Emergency Medical Services (LEMSA) staff to attend the EPTW.

c) Inventory

All LHJs must maintain a list of equipment and/or property purchased with federal and State funds for emergency planning and preparedness. LHJs must include both major and minor equipment and/or property on their inventory list and follow the Code of Federal Regulations (CFR) for purchasing and disposing of equipment and/or property if purchased with federal funds. LHJs will be required to complete federal documentation of purchases and disposals of equipment and/or property that costs \$5,000 or more, to CDPH-EPO.

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

d) Mid-Year and Year End Reporting

Each FY programmatic and fiscal progress reports are due for all funding streams to CDPH-EPO twice a year at mid-year and end of year. The programmatic progress report is included within the Workplans and the instructions for completing the report section are within the Work Plan Instructions. The progress expenditure report templates and instructions will be provided via email prior to the due dates.

Due Dates:

- Mid-Year Reports (all): January 31, 2023
- Year End Work Plan Progress Reports: July 30, 2023
- Year End Expenditure Report Approval: 10 days after the approval of a Local Entity' Final Invoice

Submit all Progress Reports via email to LHBTProg@cdph.ca.gov and copy your assigned Project Officer and Contract Manager.

e) Performance Measures

All LHJs may be required to submit federal and State performance measures for each funding stream. LHJs will be informed of what performance measures apply, by funding stream within the Local Work Plans and/or via email. In addition, LHJs may be requested to submit additional data and documents during the five-year agreement as required by the federal funding authority and/or CDPH-EPO.

f) Site Visits

CDPH-EPO Project Officers and Contract Managers will conduct annual site visits of all LHJs or their designated entities to review progress on grant deliverables and activities and provide technical assistance. Site visits are an opportunity for LHJs to share best practices, trainings, exercises, and other events demonstrating grant progress, as well as discuss any challenges or

barriers. Annual site visits may be virtual or in-person, depending on state and/or local restrictions.

g) Statewide Medical Health Exercise (SWMHE)

All LHJs must participate in the annual Statewide Medical and Health Exercise (SWMHE). Each FY SWMHE will notify all LHJs via email and provide a link to the SWMHE website with the dates, incident, location(s), capabilities being tested, and other details. LHJs should utilize their participation in this exercise to complete multiple exercise requirements and encourage participation from all members of their Health Care Coalition, LEMSA and OES.

G. Additional Information

Additional information to assist LHJs with their application, managing and reporting progress.

i. Appendix A - Budget Instructions

Instructions on how to complete the budget templates, include expanded authority (carry-forward) funds and budget revisions.

ii. Appendix B - What's Allowable Matrix

Guide to items that are allowable to purchase by budget category and purpose.

iii. Appendix C - Work Plan Instructions

Instructions on how to complete the work plan templates, including progress reporting.

H. Audit

All funding is subject to an audit by CDPH's Internal Audits program for each FY funding was received. CDPH-EPO assesses the risk of each LHJ based on their ability to meet deliverable deadlines, provide complete and accurate reports, appropriately budget and expend their funds. The assessment is utilized by CDPH's Internal Audits program to determine the type of audit, desktop or onsite, to be performed. CDPH's Internal Audits aims to perform a fiscal audit on all federal funds for each LHJ at least once during a three-year period.

I. Continuation Guidance

Successive fiscal years applicants will receive an annual Continuation Guidance which will include updated federal and State funding requirements, and the annual allocation for the upcoming fiscal year. Updated application documents, per the checklist on page 2, must be completed and submitted each successive fiscal year upon request during the five-year agreement. All LHJs will receive an email notification prior to the upcoming FY providing the annual Continuation Guidance, the annual allocations, updates to the Local work plan activities and deliverables and updates from Federal and State.



California Department of Public Health
Emergency Preparedness Office

Date:

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for
Public Health Emergency Preparedness (PHEP)

[Local Entity Name]

Region:

Population size:

This is a short list of requirements for the Public Health Emergency Preparedness (PHEP) funding.

Instruction

Please use the drop down menus in each "box" and select an option.

Requirement

Use the drop down to indicate the year the requirement was or will be completed.

Conduct a public health full Jurisdictional Risk Assessment (JRA) must be completed at least once every five years (rolling five years).
See Domain 1, Domain Activity 1.1

Exercises

Use the drop down to indicate the year the exercise was or will be completed.

DRILL: Facility setup must be completed once a year.
See Domain 4, Domain Activity 1.1-1.2 for more information.

DRILL: Staff notification and assembly must be completed once a year.
See Domain 4, Domain Activity 1.1-1.2 for more information.

DRILL: Site activation must be completed once a year.
See Domain 4, Domain Activity 1.1-1.2 for more information.

TABLE TOP: Anthrax must be complete at least once every five years (rolling five years).
See Domain 4, Domain Activity 1.4 for more information.

TABLE TOP: Pandemic influenza must be completed at least once every five years (rolling five years).
See Domain 4, Domain Activity 1.3 for more information.

FULL-SCALE: Pandemic influenza, for the critical work force, at least once every five years (rolling five years).
See Domain 4, Domain Activity 1.3 for more information.

FULL-SCALE: Joint PHEP-HPP exercise at least once every five years (rolling five years).
See Domain 1, Domain Activity 2.2 for more information

FULL-SCALE: Anthrax dispensing exercise at least once every five years (rolling five years). MSAs only.
See Domain 4, Domain Activity 1.4 for more information.

AAR/IP

Submission with each incident of a functional and full-scale exercise each year.

EPTW

Attend the Emergency Preparedness Training Workshop (EPTW) each year.

MYTEP

Multi-year Training and Exercise Plan (MYTEP) that specifies at least two years of trainings and exercises, must be updated each year. MYTEP should address the needs and priorities identified in previous AARs/Ips and demonstrate coordination with partners and stakeholders.

Plans

Use the drop down to indicate the activity that will occur for the plan in the FY.

Develop and maintain current version of the following plans (may be included as annexes or components in larger plans).

Listed plans are referenced throughout this work plan.

Listed plans must be reviewed, updated and signed by the respective partners at least once every three years and made available for review prior to site visits.

All hazards preparedness and response plan.
See Domain 1, Domain Activity 6.1 for more information.

Infectious disease response plan.
See Domain 1, Domain Activity 6.1 for more information.

Pandemic influenza plan.
See Domain 1, Domain Activity 6.1 for more information.

Medical countermeasure distribution and dispensing plans.
See Domain 1, Domain Activity 6.1 for more information.

Continuity of operations (COOP) plans.
See Domain 1, Domain Activity 6.1 and Domain 6, Activity 2.7 for more information.

Chemical, biological, radiological, and nuclear (CBRN) threat response plans.
See Domain 1, Domain Activity 6.1 for more information.

Plan(s) that support the volunteer recruitment and management.
See Domain 5, Activity 4.2 for more information.

[Local Entity Name]

Domain 1:	Strengthen Community Resilience
Description:	Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

1 Known Gaps:	
----------------------	--

Capability 1:	Community Preparedness
Capability 2:	Community Recovery

2 Classify Activity:		Are you Building or Sustaining this Domain?
-----------------------------	--	---

Outcomes:	1 Analyze JRA results to determine strategic priorities, identify program gaps, and prioritize preparedness investments. 2 Develop a comprehensive whole-community approach to preparedness management. 3 Have a comprehensive preparedness program including a whole community approach and engaged ESF partners. 4 Create a progressive, multiyear training and exercise program with increasingly complex exercises to improve operational readiness across multiple hazards.
------------------	---

Domain Activity 1:	Determine the Risks to the Health of the Jurisdiction	3 FY 2022-23						3 FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1 LHDs will collaborate in conjunction with stakeholders, partners and tribal entities to complete a JRA once every 5 years (FY 2019-2024), to identify potential hazards, vulnerabilities, and risks within the community that relate to the public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals. FY 21-22 Continue to work on this activity and deliverable and report. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 7 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 1, Activity 2 PHEP Capabilities Guide pages 20-22														
Activities	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 1, F1 Determine the risks to the health of the jurisdiction.													
Outputs from the planned activities															
	1	Complete a JRA once within the 5-year period (FY 2019-2024). (Activity 1)													
Outputs	2														
	3														
	4														
Notes	1														
	2														
	3														

		FY 2022-23						FY 2023-24							
Domain Activity 2:	Ensure HPP Coordination (HPP Coordination occurs throughout PHEP, not limited to the activities below.)	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will continue assessing risk, planning, coordinating, and exercising with HPP counterparts, including HCC's. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide HPP Coordination. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide HPP Coordination.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 7-8 FY 2019-20 Local PHEP Work Plan, multiple locations, key word search HPP and HCC. PHEP Capabilities Guide, multiple locations, key word search HPP and HCC. FY 22-23 HPP Workplan, Capability 2, Phase 3, Objective 3, Activity 2.2													
	2	LHD's will plan and participate in at least one joint exercise with HPP and emergency management at least once in every 5 year period (currently 2019-2024). LHDs can meet this requirement with a functional exercise, full scale exercise, or real incident. Recommend meeting multiple program requirements with this exercise or real incident, by including PHEP, HPP, MCM, CRI and other exercise requirements. FY 21-22 Continue to work on this activity and deliverable and report. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDPH Statewide Medical & Health Exercise, https://www.cdph.ca.gov/Programs/EPO/Pages/swmhe.aspx CDC NoFO PHEP CDC RFA TP19-1901, page 7-8, 38-41 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 4, Activity 2 PHEP Capabilities Guide, Capability 3, Skills & Training FY 21-22 HPP Workplan, Capability 1, Phase 3, Objective 4, Activity 3.1													
Activities	3														
	4														
	5														
Functions used to guide your planned activities															
	1	Capability 1, F3 Coordinate with partners and share information through community social networks.													
	2	Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.													
Outputs from the planned activities															
	1	Coordinated planning and preparedness activities with HPP/HCC partners. (Activity 1)													
	2	Develop or assist in the development of an AAR/IP within 90 days of the exercise or real event. (Activity 2)													
	3	Share with all appropriate stakeholders or verify sharing of finalized AAR/IP. (Activity 2)													
	4	<i>FY 22-23</i> Complete CDPH survey of top improvements identified in <i>FY 21-22</i> . (Activity 2)													
Outputs	5														
	6														
	7														
Notes	1														
	2														
	3														

Domain Activity 3: Plan for the Whole Community		FY 2022-23							FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1	LHDs will have procedures in place to identify individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. LHDs can use the CMIST framework to update and maintain procedures to identify at-risk populations disproportionately impacted by incidents or events as defined in the CMIST framework. Communication; Maintaining Health; Independence; Support, Safety and Self-determination; Transportation (CMIST). FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 8 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 4, Activity 2 PHEP Capabilities Guide, page 20 FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 4.4														
	2	LHDs, in coordination with HPP, will continue to encourage participation of social services including faith based partners, child service providers, community based organizations, mental/behavioral health organizations in community preparedness planning to address needs during an emergency in the jurisdiction. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 8-9 FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 1-4 PHEP Capabilities Guide, multiple locations, key word search social services, faith based, child services, community, and mental/behavioral health FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 4.4														
	3	Identify LHD's role in family reunification. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 9 FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 2, Activity 1 PHEP Capabilities Guide, multiple locations, key word search family reunification														
Activities	4															
	5															
	6															

Functions used to guide your planned activities	
	1 Capability 1, F1 Determine the risks to the health of the jurisdiction.
	2 Capability 1, F2 Strengthen community partnerships to support public health preparedness.
	3 Capability 1, F3 Coordinate with partners and share information through community social networks.
	4 Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.
	5 Capability 2, F1 Identify and monitor community recovery needs.
	6 Capability 2, F2 Support recovery operations for public health and related systems for the community
Outputs from the planned activities	
	1 Document procedures that identify at-risk populations and those individuals with access and functional needs that may be disproportionately impacted. (Activity 1)
	2 Document partners and stakeholders. (Activity 2)
	3 Document role and responsibility in family reunification. (Activity 3)
Outputs	4
	5
	6
Notes	
	1
	2
	3

Domain Activity 4: Focus on Tribal Planning and Engagement		FY 2022-23							FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHD's should engage with federally recognized Native American Tribal entities for emergency preparedness planning and response activities. LHD's whose boundaries include tribal reservations and tribal communities will attempt to engage with federally recognized American Indian tribes for emergency preparedness planning and response activities. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide tribal engagement. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide tribal engagement.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 9-10 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 7 PHEP Capabilities Guide, multiple locations, key word search Tribal, Tribes, and native FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 5, Activity 3.1													
Activities	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 1, F2 Strengthen community partnerships to support public health preparedness.													
	2	Capability 1, F3 Coordinate with partners and share information through community social networks.													
	3	Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.													
Outputs from the planned activities															
	1	Document engagement efforts on Tribal planning (Activity 1)													
	2	In person meeting or attempt(s) to have an in person meeting. (Activity 1)													
	3	FY 20-24 Utilize new engagement techniques, as needed, based on lessons learned during COVID-19. (Activity 1)													
Outputs	4														
	5														
	6														
Notes	1														
	2														
	3														

		FY 2022-23						FY 2023-24							
Domain Activity 5:	Ensure Emergency Support Function (ESF) Cross-Discipline Coordination and Partner and Stakeholder Collaboration	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs, in coordination with HPP, will continue to encourage participation of government agencies and stakeholders with an ESF role including the MHOAC, RDMHS, emergency management, EMS, behavioral/mental health, environmental health, organizations serving older adults, and education and child care systems. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 10 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 3, Activity 3 PHEP Capabilities Guide, multiple locations, key word search ESF, Partner and Stakeholder. CDPH training on Environmental Health Training in Emergency Response (EHTER) is available, contact: Allison.Wilder@cdph.ca.gov FY 22-23 HPP Workplan, Capability 2, Objective 1, Activity 2.1 - 2.3													
Activities	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 1, F3 Coordinate with partners and share information through community social networks.													
	2	Capability 2, F2 Support recovery operations for public health and related systems for the community													
Outputs from the planned activities															
	1	Identify and document partners and stakeholders with a role in ESF 8 (Activity 1)													
	2	FY 21-22 Update and maintain ESF 8 list of partners and stakeholders. (Activity 1)													
Outputs	3														
	4														
	5														
Notes	1														
	2														
	3														

Domain Activity 6:	Strengthen and Implement Plans through Training and Exercising	FY 2022-23						FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will develop and maintain training and exercise plans for building and/or sustaining public health preparedness and response capability. -All-hazards preparedness and response plan -Infectious disease response plan -Pandemic Influenza plan -Medical countermeasures distribution and dispensing plans -Continuity of operations plans (COOP) -Chemical, biological, radiological, and nuclear (CBRN) threat response plans - Plans that support the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) or volunteer management plan -Communications plan Plans must be reviewed, and updated at least every 3 years. FY 21-22 Continue to work on this activity and deliverable and report. Utilize COVID-19 and other response activities, AAR(s) and IP(s) to update preparedness and response plans. Use the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to work on this activity and deliverable and report. Utilize COVID-19 and other response activities, AAR(s) and IP(s) to update preparedness and response plans. Use the PHEP Capabilities Guide for a list of stakeholders to include in planning process.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plans listed above. FY 2019-20, thru to 2022-2023 Pan Flu Workplan. <i>FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 1.1</i>													
	2	LHDs will participate in the Emergency Preparedness Training Workshop (EPTW). Develop and provide multiyear training and exercise plans (MYTEPS) that specify at least two years of trainings and exercises. The MYTEP should address the needs and priorities identified in previous AARs/IPs; demonstrate coordination with applicable entities, partners, and stakeholders; and describe methods to leverage and allocate resources to the maximum extent possible. FY 20-21 EPTW canceled. <i>FY 21-22 EPTW canceled.</i> <i>FY 22-23 EPTW will be held in the spring.</i> FY 21-22 MYTEP(s) developed based on lessons learned from previous year. <i>FY 22-23 MYTEP(s) developed based on lessons learned from previous year.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 11 FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 4, Activity 1 PHEP Capabilities Guide, multiple locations, key word search multi-year, train, exercise, after-action, and improvement plan. FY 22-23 HPP Workplan, Capability 1, Phase 2, Objective 4, Activity 2.2													
	3	LHDs will develop evaluative processes to review, revise, and maintain plans based on the resulting priorities, needs, findings, and corrective actions of exercises, real incidents, trainings, and assessments. These processes must be used to develop and inform AARs/IPs. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 4, Activity 1 PHEP Capabilities Guide, multiple locations, key word search multi-year, train, exercise, after-action, and improvement plan													
Activities	4														
	5														
	6														

Functions used to guide your planned activities	
	1 Capability 1, F1 Determine the risks to the health of the jurisdiction.
	2 Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.
	3 Capability 2, F2 Support recovery operations for public health and related systems for the community
Outputs from the planned activities	
	1 Develop MYTEPs that specify at least two years of training and exercises. (Activity 2)
	2 Document evaluation and improvement planning. (Activity 3)
	3 Coordinate training and exercise implementation with partners and stakeholders. (Activity 1)
	4 Develop and maintain plans appropriately. (Activity 1)
Outputs	5
	6
	7
Notes	1
	2
	3

Domain Activity 7:	Obtain Public Comment and Input	FY 2022-23							FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will share with stakeholders and community partners public health emergency preparedness and response plans as appropriate for input. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide obtaining input and comment. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide obtaining input and comment.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5; Capability 2, Function 3, Activity 1 PHEP Capabilities Guide, multiple locations, key word search public input.													
Activities	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 1, F2 Strengthen community partnerships to support public health preparedness.													
Outputs from the planned activities															
	1	Document stakeholder and community partner input. (Activity 1)													
Outputs	2														
	3														
	4														
Notes	1														
	2														
	3														

[Local Entity Name]

Domain 2:	Strengthen Incident Management
Description:	Incident management is the ability to activate, coordinate and manage health and medical emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

1 Known Gaps:	
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Capability 3:	Emergency Operations Coordination
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2 Classify Activity:	Are you Building or Sustaining this Domain?
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Outcomes:	1 Continuity of emergency operations throughout the response and recovery of a public health incident.
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Domain Activity 1:	Activate and Coordinate Public Health Emergency Operations	3 FY 2022-23							3 FY 2023-24						
		FY 2022-23 Activity	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will update and maintain procedures for activating, operating, managing, and staffing the public health emergency operations center. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12-13 FY 2019-20 Local PHEP Work Plan, Capability 3, Function 1, Activities 1, 4; Function 2, Activity 3 PHEP Capabilities Guide pages 34-41													
	2	LHDs will train response staff, formal and/or informal, in the EOM, SEMS, NIMS and EOC/DOC section specific processes. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide staff training on incident management. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide staff training on incident management.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12-14 FY 2019-20 Local PHEP Work Plan, Capability 3, Function 1, Activities 2-5; Function 2, Activities 2 & 4; Function 4, Activities 1-4 PHEP Capabilities Guide pages 12-41 FY 22-23 HPP Workplan, Capability 1, Phase 2, Objective 4, Activity 1.1													
	3	LHDs will update the EOC/DOC medical health personnel responder list. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12-14 FY 2019-20 Local PHEP Work Plan, Capability 3, Function 1, Activity 2; Function 2, Activity 1 PHEP Capabilities Guide pages 12-41													
	4	LHDs will have a plan for demobilization to return to "ready state" of operations. <i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating the demobilization process.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12-14 FY 2019-20 Local PHEP Work Plan, Capability 3, Function 5, Activities 1-3 PHEP Capabilities Guide pages 41-42													
	5														
	6														
	7														

Functions used to guide your planned activities	
	1 Capability 3, F1 Conduct preliminary assessment to determine the need for activation of public health emergency operations.
	2 Capability 3, F2 Activate public health emergency operations.
	3 Capability 3, F3 Develop and maintain an incident response strategy.
	4 Capability 3, F4 Manage and maintain the public health response.
	5 Capability 3, F5 Demobilize and evaluate public health emergency operations.
Outputs from the planned activities	
	1 Trained staff on updated policies and procedures for activating, operating, and managing emergency response and recovery. (Activity 2)
	2 FY 21-22 LHDs will have updated operation center procedures. (Activity 1)
	3 FY 21-22 Current list of staff trained to work in the EOC/DOC. (Activity 3)
	4 FY 21-22 Update Demobilization Plan. (Activity 4)
Outputs	5
	6
	7
Notes	1
	2
	3

[Local Entity Name]

Domain 3:	Strengthen Information Management
Description:	Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

1 Known Gaps:	
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Capability 4:	Emergency Public Information and Warning
Capability 6:	Information Sharing

2 Classify Activity:	<input type="checkbox"/> <i>Are you Building or Sustaining this Domain?</i>
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Outcomes:	<p>1 Establish a standardized system for information sharing which will assess situational awareness and create a common operating picture.</p> <p>2 Have access to a standardized joint information system to develop, coordinate, disseminate timely and accurate information alerts, warnings, and notification to the public including at risk populations..</p>
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Domain Activity 1:	Maintain Situational Awareness during Incidents	FY 2022-23						FY 2023-24						FY 2024-25		
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2024-25 Activity
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1	LHDs will establish a common operating picture, that facilitates coordinated information sharing among all public health, health care and necessary partners and stakeholders, for example environmental health. This includes state, local, tribal, and the region and their respective preparedness programs, public health laboratories, communicable disease programs and programs addressing health care-acquired infections. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16 FY 2019-20 Local PHEP Work Plan, Capability 6, Function 2, Activities 1, 2, 10 PHEP Capabilities Guide pages 62-69														
	2	LHDs will sustain a program that facilitates coordinated information sharing among all public health, health care, and necessary partners and stakeholders. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide information sharing processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide information sharing processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16 FY 2019-20 Local PHEP Work Plan, Capability 6, Function 1, Activities 1-2; Function 2, Activities 3-7 PHEP Capabilities Guide pages 62-69														
Activities	3															
	4															
	5															
Functions used to guide your planned activities																
	1	Capability 6, F1 Identify stakeholders that should be incorporated into information flow and define information sharing needs.														
	2	Capability 6, F2 Identify and develop guidance standards and systems for information exchange.														
	3	Capability 6, F3 Exchange information to determine a common operating picture.														
Outputs from the planned activities																
	1	Have or have access to a tool that collects information to create situational awareness in a common operating picture. Provide documentation of utilizing the information tool during real world incident, exercise, and/or planned event.														
	2	FY-21-22 LHD staff trained on information sharing process.														
Outputs	3															
	4															
	5															
Notes	1															
	2															
	3															

		FY 2022-23						FY 2023-24						FY 2024-25		
Domain Activity 2:	Coordinate Information Sharing	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2024-25 Activity Type
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1	LHDs will have or have access to communication systems that maintain or improve reliable, resilient, interoperable and redundant information and communication systems and platforms, including those for bed availability, EMDS data, and patient tracking , and provide access to HCC members and other partners and stakeholders. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information coordination. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information coordination.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16-17 FY 2019-20 Local PHEP Work Plan, Capability 6, Function 2, Activities 5, 6, 8, 9; Function 3, Activities 6, 7 PHEP Capabilities Guide pages 62-69 FY 22-23 HPP Workplan, Capability 2, Phase 1, Objective 2, Activity 1.2-1.3														
	2	LHDs will provide situational awareness information to MHOAC program, during emergency response operations and as requested. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing techniques. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing techniques.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16-17 FY 2019-20 Local PHEP Work Plan, Capability 6, Function 3, Activities 3 PHEP Capabilities Guide pages 62-69														
	3	LHDs will utilize the California Health Alert Network (CAHAN) to share emergent public health and medical threats. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16-17 FY 2019-20 Local PHEP Work Plan, Capability 6, CAHAN PHEP Capabilities Guide pages 62-69														
Activities	4															
	5															
	6															
Functions used to guide your planned activities																
	1	Capability 6, F1 Identify stakeholders that should be incorporated into information flow and define information sharing needs.														
	2	Capability 6, F2 Identify and develop guidance standards and systems for information exchange.														
	3	Capability 6, F3 Exchange information to determine a common operating picture.														
Outputs from the planned activities																
	1	Provide Documentation showing use of communication systems during real life incident, exercise, and/or event. (Activity 1)														
	2	Provide flash report and situation reports to your MHOAC Program, during real events or exercises as needed. (Activity 2)														
	3	LHDs will maintain participation in the California Health Alert Network and participate in all contact drills. (Activity 3)														
Outputs	4															
	5															
Notes	1															
	2															
	3															

Domain Activity 3:	Coordinate Emergency Information and Warning	FY 2022-23							FY 2023-24							FY 2024-25
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2024-25 Activity
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1	LHDs will, in coordination with HCC, develop, and disseminate information, alerts, warnings, and notifications to the public. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 17 FY 2019-20 Local PHEP Work Plan, Capability 4, Function 1, Activities 1 & 4; Function 5, Activities 1-3 PHEP Capabilities Guide pages 43-51 FY 22-23 HPP Workplan, Capability 2, Phase 3, Objective 3, Activity 3.3														
	2	LHDs have or have access to a Communications Plan that utilizes crisis and emergency risk communication (CERC) principles, including PIO roles, responsibility, and trainings, and the joint information system activation criteria. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 17 FY 2019-20 Local PHEP Work Plan, Capability 4, Function 2, Activities 1-2; Function 3, Activity 1 PHEP Capabilities Guide pages 43-51														
Activities	3															
	4															
Functions used to guide your planned activities																
	1	Capability 4, F1 Activate the emergency public information system														
	2	Capability 4, F2 Determine the need for a Joint Information System														
	3	Capability 4, F3 Establish and participate in information system operations														
	4	Capability 4, F4 Establish avenues for public interaction and information exchange														
		Capability 4, F5 Issue public information, alerts, warnings, and notifications														
	5	Capability 6, F2 Identify and develop guidance standards and systems for information exchange.														
	6	Capability 6, F3 Exchange information to determine a common operating picture.														
Outputs from the planned activities																
	1	LHDs will have or have access to message templates based on Jurisdiction Risk Assessment (JRA) as appropriate. (Activity 1)														
	2	Documentation of crisis communication elements identified in exercises, real world incidents and or planned events. (Activity 2)														
Outputs	3															
	4															
Notes	1															
	2															
	3															

[Local Entity Name]

Domain 4:	Strengthen Countermeasures and Mitigation
Description:	Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate nonpharmaceutical and responder safety and health measures during response to a public health incident.

1 Known Gaps:	
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Capability 8:	Medical Countermeasure Dispensing and Administration
Capability 9:	Medical Materiel Management and Distribution
Capability 11:	Nonpharmaceutical Interventions
Capability 14:	Responder Safety and Health

2 Classify Activity:	<i>Are you Building or Sustaining this Domain?</i>
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Outcomes:	<ol style="list-style-type: none"> 1 Continuity of emergency operations management for emergency or incident requiring MCM dispensing/distribution. 2 Before, during, and after an incident, ensure the safety and health of responders. 3 Timely implementation of public health intervention and control measures.
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Domain Activity 1:	Develop and Exercise Plans for MCM Distribution, Dispensing, and Vaccine Administration	FY 2022-23						FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier			Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will develop and submit distribution drills; Site activation, staff call down, and pick list. FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90												
	2	LHDs will develop and submit dispensing drills; Facility set up, staff notification and assembly, and site activation. FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90												
	3	LHDs will conduct pandemic influenza exercise; TTX, functional, and full scale if applicable. FY 20-21 May use COVID-19 to meet the Activity and Output. <i>FY 21-22 May use COVID-19 to meet the Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90 FY 2019-20, thru to 2022-2023 Pan Flu Workplan, Objective 7 FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10												
	4	LHDs (CRI) will conduct anthrax exercises; TTX, full scale if applicable FY 20-21 May use COVID-19 to meet the Activity and Output. <i>FY 21-22 May use COVID-19 to meet the Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90 FY 22-23 HPP Workplan Capability 3, Phase 2, Objective 5, Activity 2.2												
	5	LHDs will conduct annual CHEMPACK trainings and exercises, e.g., meetings, drills, workshop, TTX, functional or full-scale with appropriate partners. FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90 FY 22-23 HPP Workplan Capability 3, Phase 2, Objective 5, Activity 2.2												
Activities	6													
	7													
	8													

Functions used to guide your planned activities	
	1 Capability 8, F1 Determine medical countermeasures dispensing/administration strategies.
	2 Capability 8, F2 Receive medical countermeasures to be dispensed/administered.
	3 Capability 8, F3 Activate medical countermeasure dispensing/administration operations.
	4 Capability 8, F4 Dispense/administer medical countermeasures to targeted population(s).
	5 Capability 8, F5 Report adverse events.
Outputs from the planned activities	
	1 Implement corrective action plan(s) or improvement plan(s), based on exercise or real event.
	2 Verified site and staff contact list, as a result of submitted exercises and drills. (Activity 1)
	3 Complete PHEP reporting requirements.
	4 FY 21-22 Prepared for MCM activation.
Outputs	5
	6
	7
Notes	1
	2
	3

Domain Activity 2:	Maintain Preparedness Plans Based on Risks	FY 2022-23					FY 2023-24									
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1 LHDs will review and update MCM plans e.g., bioterror and emerging infectious disease. FY 20-21 Option to reduce or pause Activity and Output. <i>FY 21-22 Option to reduce or pause Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating of plans.</i> Reference: <i>FY 2020-21 Local PHEP Work Plan, Domain 1, Domain Activity 6</i> <i>CDC NoFO PHEP CDC RFA TP19-1901, page 19-20</i> <i>FY 2019-20 Local PHEP Work Plan, Capability 8, Function 1, Activity 2</i> <i>PHEP Capabilities Guide pages 80-84</i> <i>FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.3</i>															
Activities	2															
	3															
	4															
Functions used to guide your planned activities																
	1 Capability 8, F1 Determine medical countermeasure dispensing/administration strategies.															
Outputs from the planned activities																
	1 Implement corrective action plan(s) or improvement plan(s), based on exercise or real event.															
Outputs	2															
	3															
	4															
Notes	1															
	2															
	3															

Domain Activity 3:	Participate in ORRs and Self Assessment	FY 2022-23						FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1 LHDs (CRI) will participate in bi-annual review with CDPH and DSLR. FY 20-21 Activity and Output waived. FY 21-22 Activity and Output Waived. <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 22-23 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 6 PHEP Capabilities Guide pages 80-91														
	2 LHDs (CRI) will complete annual self assessment by June 25 , training for the new ORR self assessment system (PORTS). FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 22-23 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 6 PHEP Capabilities Guide pages 80-91														
Activities	3														
	4														
	5														
Functions used to guide your planned activities															
	1 Capability 8														
Outputs from the planned activities															
	1 Complete ORR assessment. Complete <i>PORTS</i> Training for new assessment system. (Activity 2)														
	2 Complete CRI reporting requirements.														
Outputs	3														
	4														
	5														
Notes	1														
	2														
	3														

Domain Activity 4: Submit Updated MCM Action Plans		FY 2022-23							FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs (CRI) will submit MCM action plans at the end of Q1 and Q3. FY 20-21 Option to reduce or pause Activity and Output. <i>FY 21-22 Option to reduce or pause Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 2, Activities 1-3; Function 4, Activities 1, 4. PHEP Capabilities Guide pages 80-91 FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.3													
Activities	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 8, F2 Receive medical countermeasures to be dispensed/administered.													
	2	Capability 8, F4 Dispense/administer medical countermeasures to targeted populations.													
Outputs from the planned activities															
	1	Submitted MCM action plan. (Activity 1)													
Outputs	2														
	3														
	4														
Notes	1														
	2														
	3														

Domain Activity 5:	Update Local Distribution Site Survey	FY 2022-23						FY 2023-24								
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1 LHDs will review inventory tracking process. FY 20-21 Option to reduce or pause Activity and Output. <i>FY 21-22 Option to reduce or pause Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating inventory processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 9, Function 1, Activities 1. PHEP Capabilities Guide pages 92-97															
	2 LHDs will train staff on inventory tracking process. FY 21-22 Continue to work on this activity and deliverable. <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 9, Function 1, Activities 6. PHEP Capabilities Guide pages 92-97															
	3 LHDs will complete and submit CDPH LDS data sheet. FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 9, Function 1, Activities 1-6. PHEP Capabilities Guide pages 92-97															
Activities	4															
	5															
	6															
Functions used to guide your planned activities																
1 Capability 9, F1 Direct and activate medical materiel management and distribution.																
Outputs from the planned activities																
1 Trained inventory management staff. (Activity 2)																
2 Submitted CDPH LDS data sheet. (Activity 3)																
3 <i>FY 21-22</i> Submit inventory list to CDPH by June 30 <i>each FY</i> .																
Outputs	4															
	5															
	6															
Notes	1															
	2															
	3															

Domain Activity 6:	Coordinate Nonpharmaceutical Interventions (NPIs)	FY 2022-23						FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1 LHDs will coordinate with stakeholders/partners to define procedures, triggers and necessary authorizations to implement NPIs. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating NPI procedures. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating NPI procedures.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 24 FY 2019-20 Local PHEP Work Plan, Capability 11, Function 1, Activities 1-2: Function 2, Activity 1. PHEP Capabilities Guide pages 112-119 FY 22-23 HPP Workplan, Capability 4, Phase 1 and Phase 3, Surge Annexes (Infectious Disease, Burn Surge, Radiation, and Chemical)														
	2														
	3														
	4														
Functions used to guide your planned activities															
	1 Capability 11, F1 Engage partners and identify factors that impact nonpharmaceutical interventions.														
	2 Capability 11, F2 Determine nonpharmaceutical interventions.														
Outputs from the planned activities															
	1 LHDs will have a reviewed and revised isolated quarantine plan and/or NPI plans and policies. (Activity 1)														
Outputs	2														
	3														
	4														
Notes	1														
	2														
	3														

Domain Activity 7:	Support the Protection of Responders Health and Safety	FY 2022-23							FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	Determine exposure prevention measures (e.g. decontamination, evacuation strategies). FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating exposure processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating exposure processes.</i> References: <i>FY 22-23 HPP Workplan, Capability 3, Phase 1, Objective 6, Activity 1.1</i>													
	2	LHD to assist, train, or provide resources necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during a public health response and recovery. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating training on responder safety and health processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating training on responder safety and health processes.</i> References: <i>FY 22-23 HPP Workplan, Capability 3, Phase 2, Objective 5, Activity 2.2</i>													
Activities	3														
	4														
	5														
Functions used to guide your planned activities															
1] Capability 14, F1 Identify responder safety and health risks.															
2] Capability 14, F2 Identify risk-specific responder safety and health training.															
Outputs from the planned activities															
1] Documentation of trained staff on PPE, MCM, workplace violence, psychological first aid, other resources specific to an emergency that would protect responders. (Activity 2)															
2] LHDs has updated and reviewed all policies, plans, and procedures related to responder health and safety. (Activity 1)															
Outputs	3														
	4														
	5														
Notes	1														
	2														
	3														

[Local Entity Name]

Domain 5:	Strengthen Surge Management
Description:	Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

1 Known Gaps:	
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Capability 5:	Fatality Management
Capability 7:	Mass Care
Capability 10:	Medical Surge
Capability 15:	Volunteer Management

2 Classify Activity:	<i>Are you Building or Sustaining this Domain?</i>
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Outcomes:	<ol style="list-style-type: none"> 1 Efficient coordination of activities to manage public health and medical surge. 2 Optimal coordination of public health, health care, mental/behavioral health, environmental health, and human services needs during mass care operations 3 Improved partnerships to address public health needs during fatality management operations 4 Timely coordination and support from volunteers during a medical surge response
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Domain Activity 1:	Coordinate Activities to Manage Public Health and Medical Surge	3 FY 2022-23					3 FY 2023-24					3 FY 2024-25				
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2024-25 Activity	Estimated Completion	4 MY Report		
				Status	Primary Barrier				Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1 LHDs will maintain MHOAC procedures for engaging the health care system and HCC to collect, provide, and receive information to create a shared situational awareness and common operating picture. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 10, Function 1, Activities 1-6. PHEP Capabilities Guide pages 92-97 FY 22-23 HPP Workplan, Capability 2, Phase 1, Objective 1, Activity 2.1 and 2.2 FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 2.3															
	2 LHDs will have or have access to procedures in place to support family reunification. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 10, Function 3, Activities 3. PHEP Capabilities Guide pages 109-110															
	3 LHDs will have plans in place that clearly define the public health roles and responsibilities during surge operations and outline procedures on how public health will engage the health care system to provide and receive situational awareness through the surge event. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 10, Function 1, Activities 1. PHEP Capabilities Guide pages 109-110 FY 22-23 HPP Workplan, Capability 2, Phase 1, Objective 1, Activity 2.2															
Activities	4															
	5															
	6															
Functions used to guide your planned activities																
	1	Capability 10, F1 Assess the nature and scope of the incident.														
	2	Capability 10, F3 Support jurisdictional medical surge operations.														
Outputs from the planned activities																
	1	Updated procedures or processes for supporting family reunification. (Activity 2)														
	2	Updated written plans that identify PH's role and responsibilities during surge operations. (Activity 3)														
	3	FY-24-22 MHOAC procedures updated based on Improvement Plans. (Activity 1)														
Outputs	4															
	5															
	6															
Notes	1															
	2															
	3															

Domain Activity 2:	Coordinate Public Health, Health Care, Mental/Behavioral Health, and Human Services Needs during Mass Care Operations	FY 2022-23					FY 2023-24					FY 2024-25				
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2024-25 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier				Status	Primary Barrier				Status	Primary Barrier	
Activities	1	LHDs will maintain their identified support roles during mass care operations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 26 FY 2019-20 Local PHEP Work Plan, Capability 7, Function 1, Activity 1 PHEP Capabilities Guide pages 70-79														
	2	LHDs should support family reunification, including any special considerations for children as part of their demobilization mass care operations procedures. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 26 FY 2019-20 Local PHEP Work Plan, Capability 7, Function 4, Activity 3 PHEP Capabilities Guide pages 70-79														
Activities	3															
	4															
	5															
Functions used to guide your planned activities																
	1	Capability 7, F1 Determine public health role in mass care operations.														
Outputs from the planned activities																
	1	Maintained procedures that identify PH's support role during mass care operations in coordination with partners. (Activity 1)														
	2	Updated procedures or processes for the support of family reunification during demobilization. (Activity 2)														
Outputs	3															
	4															
	5															
Notes	1															
	2															
	3															

Domain Activity 3:	Coordinate with Partners to Address Public Health Needs during Fatality Management Operations	FY 2022-23							FY 2023-24							FY 2024-25						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2024-25 Activity	Estimated Completion	4 MY Report				
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier								
Activities	1	LHDs will define public health's role in fatality management. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide fatality management partners. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide fatality management partners.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 26-27 FY 2019-20 Local PHEP Work Plan, Capability 5, Function 1, Activity 2 PHEP Capabilities Guide pages 52-55																				
	2	LHDs will maintain ability to provide recommendations for hazardous specific fatality situations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating recommendations. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating recommendations.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 26-27 FY 2019-20 Local PHEP Work Plan, Capability 5, Function 2, Activities 1-2 PHEP Capabilities Guide pages 55-58																				
Activities	3																					
	4																					
Functions used to guide your planned activities																						
	1	Capability 5, F1 Determine the public health agency role in fatality management																				
	2	Capability 5, F2 Identify and facilitate access to public health resources to support fatality management operations																				
Outputs from the planned activities																						
	1	Updated procedures that contain the collection and analysis of incident data.																				
	2	Documentation of Crisis Communication elements identified in exercises, real world incidents and or planned events.																				
Outputs	3																					
	4																					
Notes	1																					
	2																					
	3																					

Domain Activity 4:	Coordinate Medical and Other Volunteers to Support Public Health and Medical Surge	FY 2022-23					FY 2023-24					FY 2024-25				
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2024-25 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier				Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1	LHDs will maintain, test/train the Disaster Healthcare Volunteer system (ESAR-VHP) to register and verify credentials of medical volunteers. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating volunteer processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating volunteer processes.</i> Reference: <i>FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 1.1</i>														
	2	LHDs will develop, refine or maintain written plans that identify the public health role(s) and responsibilities in supporting volunteer management operations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role.</i> Reference: <i>FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.3</i>														
Activities	3															
	4															
	5															
Functions used to guide your planned activities																
	1	Capability 15, F1 Recruit, coordinate and train volunteers.														
Outputs from the planned activities																
	1	Up-to-date DHV system which includes licensed healthcare professionals. (Activity 1)														
	2	Updated written plans that identify the PH role and responsibilities in supporting volunteer operations. (Activity 2)														
Outputs	3															
	4															
Notes	1															
	2															
	3															

Required by State Activity 1:	Support HPP Medical Surge Planning	FY 2022-23					FY 2023-24					FY 2024-25					
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report	Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report	Notes	FY 2024-25 Activity Type	Estimated Completion	4 MY Report	
				Status	Primary Barrier	Status				Primary Barrier	Status	Primary Barrier				Status	Primary Barrier
Activities	1	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Infectious Disease Surge. Utilize existing LHD Pandemic Influenza plan for Infectious Disease. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to assist in the maintenance, testing and updating of the HCC Infectious Disease Surge Annex.</i> References: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plan. FY 2019-20, 2020-21 and 2021-2022 Pan Flu Workplan. FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.6															
	2	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Burn Surge. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to assist in the maintenance, testing and updating of the HCC Burn Surge Annex.</i> References: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plan. FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.5															
	3	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Radiation Surge. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to assist in the development of the HCC Radiation Surge Annex.</i> References: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plan. FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.7 CDPH training on Environmental Health Training in Emergency Response (EHTER) is available, contact: Allison.Wilder@cdph.ca.gov															
	4	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Chemical Surge. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to assist in the development of the HCC Chemical Surge Annex.</i> References: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plan. FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.8 CDPH training on Environmental Health Training in Emergency Response (EHTER) is available, contact: Allison.Wilder@cdph.ca.gov															
	5	FY 21-22 LHDs will review the State's Crisis Standards of Care guidelines. <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/California%20SARS-CoV-2%20Crisis%20Care%20Guidelines%20-June%208%202020.pdf															
	6	FY 21-22 LHDs will participate in the Statewide Medical Health Exercise of Crisis Standards of Care, date to be announced. <i>FY 21-22 This activity was waived.</i> <i>FY 22-23 LHDs will participate in the Statewide Medical Health Exercise of Crisis Standards of Care, date to be announced.</i> Reference: CDPH Statewide Medical & Health Exercise, https://www.cdph.ca.gov/Programs/EPO/Pages/swmhe.aspx															
Activities	7																
	8																
	9																
Functions used to guide your planned activities		1) Capability 10, F3 Support jurisdictional medical surge operations.															
Outputs from the planned activities		1) FY-21-22 LHD Infectious Disease plan utilized by HCC. (Activity 1)															
	2	FY-21-22 LHD provide subject matter expertise to HCCs development of their Burn Surge Annex. (Activity 2)															
	3	FY-21-22 LHD provide subject matter expertise to HCCs development of their Radiation Surge Annex. (Activity 3)															

[Local Entity Name]

Domain 6:	Strengthen Biosurveillance
Description:	Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

1 Known Gaps:	
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Capability 12:	Public Health Laboratory Testing
Capability 13:	Public Health Surveillance and Epidemiological Investigation

2 Classify Activity:		<i>Are you Building or Sustaining this Domain?</i>
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Outcomes:	<ol style="list-style-type: none"> 1 Maintain full ability to conduct rapid and accurate laboratory tests to identify biological agents. 2 Maintain full ability to collect and analyze data for surveillance and epidemiological investigation.
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		FY 2022-23							FY 2023-24						
Domain Activity 1:	Conduct Epidemiological Surveillance and Investigation	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier			
Activities	1	LHDs will continue to develop, maintain, support, and strengthen surveillance and detection systems and epidemiological processes. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 Pan Flu Work Plan, utilize immunization registry for epidemiological surveillance FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activities 1, 2 & 9. PHEP Capabilities Guide pages 128-137													
	2	Collaborate to enhance essential surveillance systems. LHDs should enhance the public health information system workforce and advance electronic information exchange. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating surveillance processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating surveillance processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activities 3, 4, 5, 6. PHEP Capabilities Guide pages 128-137													
	3	LHDs will identify and have access to personnel trained to manage and monitor routine jurisdictional surveillance, and epidemiological investigation systems, and support surge requirements in response to threats. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide surveillance personnel training. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide surveillance personnel training.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 2, Activity 7. PHEP Capabilities Guide pages 128-137													

4	<p>LHDs will have a process in place to establish partnerships, conduct investigations, and share information with other governmental agencies, partners, and organizations.</p> <p>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activities 7; Function 2, Activities 2 & 3. PHEP Capabilities Guide pages 128-137</p>												
5	<p>LHDs will evaluate effectiveness of public health surveillance and epidemiological investigation processes and systems.</p> <p>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes and systems. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes and systems.</i></p>												
6	<p>LHDs whose jurisdictional border is shared with Mexico, will conduct border health surveillance activities.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating surveillance processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activity 7. PHEP Capabilities Guide pages 128-137</p>												
7	<p>LHDs will implement process(es) for using poison control center data for public health surveillance.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activity 8. PHEP Capabilities Guide pages 128-137</p> <p>For more details regarding how Poison Control can assist please contact SEHeard@CalPoison.org.</p>												

	8	LHDs will maintain access to electronic death registration (EDR) systems. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 3, Activity 2. PHEP Capabilities Guide pages 128-137																		
Activities	9																			
	10																			
	11																			
Functions used to guide your planned activities																				
	1	Capability 13, F1 Conduct or support public health surveillance.																		
	2	Capability 13, F2 Conduct public health surveillance and epidemiological investigations.																		
	3	Capability 13, F3 Recommend, monitor and analyze mitigation actions.																		
		Capability 13, F4 Improve public health surveillance and epidemiological investigation systems.																		
Outputs from the planned activities																				
	1	Documentation of surveillance and detection systems. (Activity 1)																		
	2	Documentation of access to trained personnel. (Activity 3)																		
	3	Documentation of evaluation of effectiveness. (Activity 5)																		
	4	Documentation of processes for partnering with poison control. (Activity 7)																		
	5	FY 21-22 Enhanced early detection of potential public health threats. (Activity 2)																		
	6	FY 21-22 LHDs that have border points of entry, enhanced early detection of potential public health threats entering the State. (Activity 6)																		
Outputs	7																			
	8																			
	9																			
Notes	1																			
	2																			
	3																			

		FY 2022-23						FY 2023-24							
Domain Activity 2:	Conduct Laboratory Testing Reference: Pan Flu Work Plan	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	<p>1 LHDs, whose jurisdiction includes a LRN-B Lab, will meet LRN-B proficiency testing (PT) requirements. This is a PHEP Benchmark.</p> <p>FY 21-22 Continue to work on this activity and deliverable. <i>FY 22-23 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activities 1 & 4. PHEP Capabilities Guide pages 120-127</p>														
	<p>2 LHDs, whose jurisdiction includes a LRN-B Lab, will meet or sustain standard reference laboratory requirements as appropriate.</p> <p>FY 21-22 Continue to work on this activity and deliverable. <i>FY 22-23 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activities 1 & 4. PHEP Capabilities Guide pages 120-127</p>														
	<p>3 LHDs, whose jurisdiction includes a LRN-B Lab, should have the ability to expeditiously transport, test and report threat samples with 24 hours.</p> <p>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activities 4 & 12. PHEP Capabilities Guide pages 120-127</p>														
	<p>4 LHDs, whose jurisdiction includes a LRN-B Lab, will ensure there are established partnerships and processes for addressing joint investigations of intentional public health threats or incidents between the appropriate authorities.</p> <p>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 5. PHEP Capabilities Guide pages 120-127</p>														
	<p>5 LHDs, whose jurisdiction includes a LRN-B Lab, must maintain a list of sentinel laboratories with current contact information and engage sentinel laboratories utilizing contact drills to support the detection of emerging infectious diseases (EIDs).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 10. PHEP Capabilities Guide pages 120-127</p>														

6	<p>Maintain staffing and equipment requirements. LHDs, whose jurisdiction includes a LRN-B Lab, must ensure the LRN-B standard laboratory checklist requirements are met.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 9.</p>												
7	<p>LHDs, whose jurisdiction includes a public health lab, will maintain a current laboratory COOP plan to ensure the ability to conduct ongoing testing for routine and emerging public health threats and exercise their laboratory COOP plan at least once every five years.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating the COOP.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 7. PHEP Capabilities Guide pages 120-127</p>												
8	<p>LHDs, whose jurisdiction includes a public health lab, will maintain certification for packaging and shipping.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 11. PHEP Capabilities Guide pages 120-127</p>												
9	<p>LHDs, whose jurisdiction includes a public health lab, will maintain lab workforce for surge capacity, preventative maintenance agreements and standard laboratory checklist requirements for staffing and equipment.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating lab staffing.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating lab staffing.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 9. PHEP Capabilities Guide pages 120-127</p>												
10	<p>LHDs, whose jurisdiction includes a public health lab, will continue to submit data to CalREDIE.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 9. PHEP Capabilities Guide pages 120-127</p>												
11	<p>LHDs, without a public health lab, will maintain a contract with a local public health lab for testing, packaging, shipping and coordination of sample transport.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 PHEP Capabilities Guide pages 120-127</p>												
Activities	12												
	13												
	14												

Functions used to guide your planned activities	
	1 Capability 12, F1 Conduct laboratory testing and report results.
	2 Capability 12, F2 Enhance laboratory communications and coordination.
	3 Capability 12, F3 Support training and outreach.
Outputs from the planned activities	
	1 Maintain a local public health lab or contract with a local public health lab for testing, packaging, shipping and coordination of sample transport.
	2 Maintain CDC Federal Select Agents Program (FSAP) certification for select agent testing as appropriate.
	3 Maintain packaging and shipping certifications. (Activity 8)
	4 Contract or MOU with a public health lab. (Activity 11)
	5 Public Health labs maintain and/or update the COOP. (Activity 7)
	6 Maintain staffing and equipment as appropriate. (Activity 6)
	7 FY 21-22 LRN-B Lab maintained.
	8 FY 21-22 Enhanced coordination with appropriate authorities. (Activity 4)
	9 FY 21-22 A process for maintaining lab functionality during a surge. (Activity 9)
	10 FY 21-22 A process for submitting data to CalREDIE. (Activity 10)
	11 FY 21-22 Sentinel laboratories current contacts and contact drills. (Activity 5)
Outputs	12
	13
	14
Notes	1
	2
	3

Application	Definitions
Known Gaps¹	
Known Gaps	Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want <u>to resolve during the fiscal year</u> .
Classify Activity²	
Sustain	A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.
Build	A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..
Fiscal Year (FY) Activity³	
Plan/Develop	Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.
Organize/Equip	Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.
Train	Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.
Exercise	Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident. Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.
Evaluate/Improve	Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.
Updating	Modernize, make current and/or include the most recent information.
Not Applicable	Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.
Estimated Completion³	
This fiscal year by Q2	The activity will be complete by the end of the second quarter of the fiscal year.
This fiscal year by Q4	The activity will be complete by the end of the fourth quarter of the fiscal year.
Continuous	The activity occurs throughout the year.
Out year	Not working on the activity this fiscal year, it will be addressed in the future.

Reporting

Status⁴⁻⁵

Complete	The Activity has been fully executed/in place to satisfy all requirements.
In progress, on schedule	This Activity is work in progress and will be completed by the Estimated Completion time.
In progress, off schedule	This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
Not Started	No work has been done on this Activity.
Canceled	This activity will not be finished/completed this FY.

Primary Barrier⁴⁻⁵

None	No barriers to completing this Activity and corresponding Outputs.
Lack of Funding	In sufficient funding to complete this Activity and corresponding Outputs.
Lack of Personnel	In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Administrative	Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Time Constraint	Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, workload, and reso
Waiting on EPO	Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Real Event	Jurisdiction
Other, provide in the <i>Notes</i> section.	Add additional information in the Notes section of this Activity.



California Department of Public Health
Emergency Preparedness Office

Date:

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for
Hospital Preparedness Program (HPP)
and the Health Care Coalition

[Local Entity Name]

Region:

Population size:

DRAFT

[Local Entity Name]

This is a short list that includes requirements, a checklist and clarifications for the Hospital Preparedness Program (HPP) funding. This list is not exhaustive, HCCs are required to study the HPP Capability Guide and HPP Performance Measures and therein

HPP Performance Measures Implementation Guides

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/hpp-pmi-guidance-2017.pdf>

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/pmi-guidance-2019-2023/Pages/default.aspx>

Pages 90-96 in the 2019-2023 HPP Performance Measures Implementation Guide contain a crosswalk of performance measures to HPP Workplan activities.

HPP Capability Guide

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>

HPP Coalition Assessment Tool (CAT)

HPP Performance Measures are reported in the Coalition Assessment Tool (CAT) and to CDPH. CDPH will utilize information in the CAT to meet CDPH's required HPP reporting. CDPH will require HCCs to provide required deliverables and data that are not contained in the CAT. If you need to update your CAT point of contact and access, use the email provided below.

Link: <https://HPPCAT.hhs.gov>

Email: CAT@HHS.gov

Requirement

HPP-PHEP-EMA Joint Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be a standalone functional or full scale joint exercise once every five years (rolling five years). This exercise **must** include a surge of patients into the health care system. [FY 2021-22 HPP Funding Opportunity Announcement, page 16.](#)

Pediatric Surge Care Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 4.6.](#)

Radiation Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Chemical Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 5.7.](#)

↑ or ↓

(Radiation or Chemical Exercise)

Chemical Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Radiation Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 5.8.](#)

Burn Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 6.9.](#)

Infectious Disease Preparedness and Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 9.10](#)

Participate in State Wide Medical Health Exercise of Crisis Standards of Care CONOPS. [See Capability 4, Phase 3, Objective 1, Activity 3.1.](#)



Provide a current inventory: **Select** which quarter to provide the list of all HCC resources purchased in the previous fiscal year that would be utilized during an exercise or real event each year to CDPH. *State Site Visit/State Audit requirement.*

Checklist



Performance Measure 4: Complete HCC member updates, **in CDPH template** by the due date.



Performance Measure 6: Other Exercise Requirements **within the CAT**, Exercise Tool report exercise dates and complete a datasheet for all required exercises.



Performance Measure 9: Complete Jurisdictional Risk Assessment Survey **provided by CDPH** by the due date.



Performance Measure 10: After Action Reporting (AAR) and Improvement Planning (IP) Matrix, complete **within the CAT** within the Exercise Tool.



Performance Measures 12 & 13: Redundant Communications Drills 1 & 2, **enter data into the CAT**. The second drill must be six months after the first.



Capability Assessments must be completed **within the CAT** before the end of year due date.



Performance Measure HPP-PHEP J.1, Information Sharing: Report Essential Elements of Information (EEl)s), situation reporting, **to CDPH** as requested during exercises and real events.



CAHAN Communication Drills, quarterly.



Disaster Health Volunteers (DHV) Program must be maintained annually. *See Capability 4, Phase 3, Objective 2, Activity 1.1*

Clarifications

Performance Measure 22: This is a Hospital performance measure collected by the Emergency Medical Services for Children (EMSC). This should align with your Pediatric Surge Annex.

Performance Measure HPP-PHEP J.2, Volunteers: This is a State level performance measure.

Performance Measures 23-28: Annual Hospital Surge Test (HST) in the CAT within the Exercise Tool. **Only complete if**, you have a hospital that is in a Frontier and Remote Area (FAR) level four. <https://www.ers.usda.gov/data-products/frontier-and-remote-area-codes/>

HCC Exercise with an FCC to participate in the NDMS patient movement in the CAT within the Exercise Tool. **Only complete if**, you have a Federal Coordination Center (FCC) in your jurisdiction. <https://asprtracie.hhs.gov/technical-resources/resource/5622/national-disaster-medical-system-federal-coordinating-center-guide>

If there is a difference between the Performance Measures and HPP Funding Opportunity Announcement (FOA), the most current requirement is listed in this work plan, at this point in time it is based on the Performance Measures Implementation Guide 2019-2023.

[Local Entity Name]

Capability 1:	Foundation for Health Care and Medical Readiness
Goal:	The community's health care organizations and other stakeholders – coordinated through a sustainable Health Care Coalition – have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, and managing resources.

1 Known Gaps:	
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2 Classify Activity:		<i>Are you Building or Sustaining this Capability?</i>
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PHASE 1: Plan and Prepare

3 FY 2022-23

Objective 1	Establish and Operationalize a Health Care Coalition (HCC)	FY 2022-23 Activity Type
Activity 2	Identify HCC Members	
	<p>1 HCCs will annually provide a listing of all core members and additional coalition members. EPO will provide a template with instructions and a due date in Q1.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 46 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 11-12 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 3, page 11-12 2019-2023 HPP Performance Measures Implementation Guidance</p>	

	<p>2 Core HCC members should be represented at all HCC meetings, virtually or in-person. Core members should sign all HCC-related documentation and participate in all HCC exercises.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 46</i> <i>FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 1</i> <i>2017-2022 health Care Preparedness and Response Capabilities, page 11-12</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 3, 4 and 5, page 11-16</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
Activity 3	Establish HCC Governance	
	<p>3 HCCs will maintain engagement with the Clinical Advisor. <i>Include this position in your HPP Budget.</i></p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 48-49</i> <i>FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 7 and 8</i> <i>2017-2022 health Care Preparedness and Response Capabilities, page 11-12</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i></p>	

	4	HCCs will continue to maintain a HCC Readiness and Response Coordinator. <i>Include this position in your HPP Budget.</i> <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 48-49 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 7 and 9 2017-2022 health Care Preparedness and Response Capabilities, page 11-12 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov	
Activities	5		
	6		
	7		
Outputs from the planned activities			
	1	Provide a listing of all core and additional coalition members in Q1 (Activity 2.1).	
	2	Provide an agenda and sign-in sheets from HCC meetings and trainings (Activity 2.2).	
Outputs	3		
	4		
	5		
Notes	1		
	2		
	3		

		3 FY 2022-23
Objective 2	Identify Risks and Needs	FY 2022-23 Activity Type
Activity 1	Assess Hazard Vulnerability and Risks	
	<p>1 HCCs will continue to annually update their Hazard Vulnerability Assessment (HVA).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 49-50 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 3 2017-2022 Health Care Preparedness and Response Capabilities, page 13-14 ASPR TRACIE: https://asprtracie.hhs.gov/technical-resources/3/hazard-vulnerability-risk-assessment/1 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</p>	
	<p>2 HCC funded projects must go toward a risk(s) identified in the HVA, identified gap(s), and/or corrective actions. Utilize "Known Gaps" at the beginning of each Capability in this work plan. Upload work plan and budget into the CAT 30 days after award.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 49 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 5, 10 2017-2022 Health Care Preparedness and Response Capabilities, page 13-14 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
Activity 2	Assess Regional Health Care Resources	

	<p>3 HCCs will continue to annually update and maintain a resource inventory assessment to identify health care resources and services at the jurisdictional level and have available for the RDMHS.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 50</i> <i>FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 4</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 14-15</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 1</i></p>	
<p>Activity 4</p>	<p>Assess Community Planning for Children, Pregnant Women, Seniors, Individuals with Access and Functional Needs, People with Disabilities, and Others with Unique Needs</p>	
	<p>4 HCCs will continue to annually assess community planning for at risk populations.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 50-51</i> <i>FY 2019-20 Local HPP Work Plan, Capability 1, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 15</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 3, Activity 1 and Activity 2</i></p>	
<p>Activities</p>	<p>5</p>	
	<p>6</p>	
	<p>7</p>	
<p>Outputs from the planned activities</p>		
	<p>1 HCCs will have an updated HVA by June 30 (Activity 1.1).</p>	
	<p>2 HCCs will have HPP Work Plan and Budget into the CAT within 30 days of award (Activity 1.2).</p>	

	3	HCCs will have an updated inventory list available upon request (Activity 2).
Outputs	4	
	5	
	6	
Notes	1	
	2	
	3	

		3 FY 2022-23
Objective 3	Develop a HCC Preparedness Plan	FY 2022-23 Activity Type
Activity 1	Same as above.	
	1 HCCs will continue to update and maintain their Preparedness Plan. <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 51-52 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 6 2017-2022 Health Care Preparedness and Response Capabilities, page 17-18 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 4, page 13-14 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov	
Activities	2	
	3	
	4	
Outputs from the planned activities		
	1 HCCs will have an updated Preparedness Plan by June 30 (Activity 1).	
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

		3 FY 2022-23
Objective 5	Ensure Preparedness is Sustainable	FY 2022-23 Activity Type
Activity 3	Engage Clinicians	
	<p>1 HCCs will continue to engage health care executives, clinicians, community leaders, and tribal representatives in debriefs/hot washes.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 52-53 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 5, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 23-24 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 4, Activity 1</p>	
Activity 4	Engage Community Leaders	
	<p>2 HCCs will continue to engage community leaders, organizations, and the media in exercises to promote resilience of the entire community.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 52-53 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 5, Activities 1-2 2017-2022 Health Care Preparedness and Response Capabilities, page 23-24</p>	
Activity 5	Promote Sustainability of HCC	

	3	HCCs will continue to promote sustainability of HCC by considering cost share with other organizations with similar requirements and leverage group buying power. <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 53-54 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 5, Activities 1 and 3 2017-2022 Health Care Preparedness and Response Capabilities, page 24	
Activities	4		
	5		
	6		
Outputs from the planned activities			
	1	HCCs will provide documentation of engagement (Activity 3.1 & Activity 4.2).	
Outputs	2		
	3		
	4		
Notes	1		
	2		
	3		

PHASE 2: Train and Equip

PHASE 2: Train and Equip		3 FY 2022-23
Objective 4	Train and Prepare the Health Care and Medical Workforce	FY 2022-23 Activity Type
Activity 1	Promote Role-Appropriate NIMS Implementation	
1	<p>HCCs will continue to promote role-appropriate National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS) trainings.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 54 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 4, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 19</p>	
Activity 2	Educate and Train on Identified Preparedness and Response Gaps	
2	<p>HCCs will continue to provide trainings based on risks, resource gaps, deliverables and corrective actions. HCCs will upload a list of planned training activities within 30 days of award.</p> <p><i>FY 20-21 Waived.</i></p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 54 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 4, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 19 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 2 FY 21-22 PHEP Workplan Domain 2, Domain Activity 1, Activity 2</p>	
Activities	3	
	4	
	5	

Outputs from the planned activities		
	1	HCCs will upload a list of planned training activities within 30 days of award (Activity 2.2).
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

PHASE 3: Exercise and Respond		3 FY 2022-23
Objective 4	Train and Prepare the Health Care and Medical Work Force	FY 2022-23 Activity Type
Activity 3	Plan and Conduct Coordinated Exercises with HCC Members and Other Response Organizations	
	1 HPP, PHEP and all HCCs will participate in the annual Statewide Medical Health Exercise (SWMHE). <i>FY 20-21 Canceled.</i> <i>FY 21-22 Canceled.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 55 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 4, Activity 3 and 5 2017-2022 Health Care Preparedness and Response Capabilities, page 20-21 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 2, Activity 2	
Activities	2	
	3	
	4	
Outputs from the planned activities		
	1 HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activity3.1).	
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

Health Care Coalition –
 Planning, exercising, and

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Estimated Completion						FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

[Local Entity Name]

Capability 2:	Health Care and Medical Response Coordination
Goal:	Health care organizations, the HCC, their jurisdiction(s), and the state's/jurisdiction's ESF-8 lead agency collaborate to share and analyze information, manage and share resources, and coordinate strategies to care to all populations during emergencies and planned events.

1 Known Gaps:	
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2 Classify Activity:		Are you Building or Sustaining this Capability?
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PHASE 1: Plan and Prepare

PHASE 1: Plan and Prepare		3 FY 2022-23
Objective 1	Develop and Coordinate Health Care Organization and HCC Response Plans	FY 2022-23 Activity Type
Activity 2	Develop a HCC Response Plan	
1	<p>HCCs, in coordination with PHEP, will review and update their Response Plan annually and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 56-57 FY 2019-20 Local HPP Work Plan, Capability 2, Objective 1, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 27-28 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov FY 21-22 PHEP Workplan, Domain 1, Domain Activity 5, Activity 1 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1 FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 1 2019-2023 HPP Performance Measures Implementation Guidance</p>	

	<p>2 HCCs, in coordination with PHEP, will update and maintain current operational roles, situational awareness, information sharing and resource management in their Response Plan annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 57</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 1, Activity 2</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 27-28</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 5, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 3</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
	<p>3 HCCs will continue to participate with PHEP to update and maintain the jurisdictions All Hazards Preparedness and Response Plan annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 57</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 27-28</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 5, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
Activities	4	
	5	
	6	
Outputs from the planned activities		
	1 HCCs will have an updated Response Plan by June 30 (Activity 2.1, 2.2, 2.3).	
Outputs	2	

		3 FY 2022-23
Objective 2	Utilize Information Sharing Processes and Platforms	FY 2022-23 Activity Type
Activity 1	Develop Information Sharing Procedures	
1	<p>HCCs will continue to update their essential elements of information (EEl)s in their Response Plan, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 58</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 2, Activities 3 and 5</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 28</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
2	<p>HCCs, in coordination with PHEP, will annually maintain ability to access timely, relevant, and actionable information about their members during emergencies by June 30, 2021.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 58</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 2, Activities 1-2</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 28-29</i> <i>FY 21-22 PHEP Workplan, Domain 3, Domain Activity 2, Activity 1</i> <i>FY 21-22 Pan Flu Workplan, Objective 3</i></p>	

	<p>3 HCCs will identify reliable, resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability and patient tracking, and provide access to HCC members and other stakeholders.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 58</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 2, Activities 1-2</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 29</i> <i>FY 21-22 PHEP Workplan, Domain 3, Domain Activity 2, Activity 1</i> <i>FY 21-22 Pan Flu Workplan, Objective 3</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
Activities	4	
	5	
	6	
Outputs from the planned activities		
	1	HCCs Response Plan will include updated EEIs annually (Activity 1.1).
	2	HCCs will have proof of participation in information sharing exercises (Activity 1.3).
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

PHASE 2: Train and Equip

3 FY 2022-23

Objective 3	Coordinate Response Strategy, Resources, and Communications	FY 2022-23 Activity Type
Activity 4	Communicate with the Public During an Emergency	
1	<p>HCCs, in coordination with PHEP, will provide public information officer (PIO) training to those who are designated to act in that capacity during an emergency and for HCC members in need of such training, annually by June 30, 2022. This training should include Crisis and Emergency Risk Communication (CERC) training.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 59 FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activities 4 2017-2022 Health Care Preparedness and Response Capabilities, page 31</p>	
Activities	2	
	3	
	4	
Outputs from the planned activities		
1	HCCs will provide a list of participants and an agenda for each completed training (Activity 4).	
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

PHASE 3: Exercise and Respond		3 FY 2022-23
Objective 3	Coordinate Response Strategy, Resources, and Communications	FY 2022-23 Activity Type
Activity 1	Identify and Coordinate Resource Needs during an Emergency	
1	<p>HCCs will continue to share information and coordination activities with HCC members, and HCC members will have access to information sharing platforms, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 59 FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activities 3 2017-2022 Health Care Preparedness and Response Capabilities, page 29-31</i></p>	
Activity 2	Coordinate Incident Action Planning During an Emergency	
2	<p>HCCs, in coordination with PHEP, will continue to maintain the ability to coordinate incident action planning during a real event/exercise as reflected in applicable plans, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 59 FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 30 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 2, Activity 1</i></p>	
Activity 3	Communicate with Health Care Providers, Non-Clinical Staff, Patients, and Visitors during an Emergency.	

	3	<p>HCCs will assist their members with developing the ability to rapidly alert and notify their employees, patients and visitors to provide situational awareness, protect their health and safety and facilitate provider-to-provider communication annually by June 30, 2022.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activity 3</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 30-31</i> <i>FY 21-22 PHEP Workplan, Domain 3, Domain Activity 3, Activity 1</i> <i>FY 21-22 Pan Flu Workplan, Objective 3</i></p>	
Activities	4		
	5		
	6		
Outputs from the planned activities			
	1	HCCs will provide a copy of an incident action plan upon request (Activity 2.2).	
Outputs	2		
	3		
	4		
Notes	1		
	2		
	3		

plan and
deliver medical

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

[Local Entity Name]

Capability 3:	Continuity of Health Care Service Delivery
Goal:	Health care organizations, with support from the HCC and the state’s/jurisdiction’s ESF-8 lead agency uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care i Health care workers are well-trained, well-educated, and well-equipped to care for patients during em Simultaneous response and recovery operations result in a return to normal or, ideally, improved ope

1 Known Gaps:	
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2 Classify Activity:	<input type="checkbox"/>	<i>Are you Building or Sustaining this Capability?</i>
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PHASE 1: Plan and Prepare

PHASE 1: Plan and Prepare		3 FY 2022-23
Objective 2	Plan for Continuity of Operations	FY 2022-23 Activity Type
Activity 2	Develop a HCC Continuity of Operations Pan	
	<p>1 HCCs will support Health Care Organizations in development or maintenance of their continuity of operations plan (COOP) by January 30, 2022, thereafter annually. The HCO plans will inform the HCC COOP.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 60-61 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 34 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</p>	

	2	HCCs will develop or maintain a coalition COOP annually by June 30, 2022 and upload into the CAT. <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 60-61 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 34 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov	
Activities	3		
	4		
	5		
Outputs from the planned activities			
	1	HCCs will submit a COOP plan into the CAT (Activity 2.2).	
Outputs	2		
	3		
	4		
Notes	1		
	2		
	3		

		3 FY 2022-23
Objective 3:	Maintain Access to Non-Personnel Resources During an Emergency	FY 2022-23 Activity Type
Activity 1	Assess Supply Chain Integrity	
	<p>1 HCCs will continue to assess supply chain integrity by developing a vendor management process to address limited supply ordering for all HCC members and neighboring HCCs in an emergency. HCCs will share with neighboring HCCs annually by June 30, 2022 and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 62 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 3, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 35 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
Activity 2	Assess and Address Equipment, Supply and Pharmaceutical Requirements	
	<p>2 HCCs will continue to assess and address equipment, supply, and pharmaceutical requirements annually, and update inventory list. Inventory management program protocol for all cached materials will be updated annually and uploaded into the CAT within 30 days after award.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 62-63 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 3, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 36-7 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
Activities	3	

	4		
	5		
Outputs from the planned activities			
	1	HCCs will upload a vendor management process into the CAT (Activity 1.1).	
	2	HCCs will upload an inventory management program protocol into the CAT (Activity 1.2).	
Outputs	3		
	4		
	5		
Notes	1		
	2		
	3		

		3 FY 2022-23
Objective 6	Plan for Health Care Evacuation and Relocation	
Activity 1	Develop and Implement Evacuation and Relocation Plans	
Activity Type	FY 2022-23 Activity Type	
1	HCCs will continue to support HCC member's development or maintenance of their evacuation, transportation and relocation plans, annually. <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 63 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 3, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 40-42 FY 21-22 PHEP Workplan, Domain 4, Domain Activity 7, Activity 1	
2		
3		
Outputs from the planned activities		
1	HCCs will provide upon request meeting minutes and best practices (Activity 1.1).	
2		
3		
4		
1		
2		
3		

PHASE 2: Train and Equip

PHASE 2: Train and Equip		3 FY 2022-23
Objective 5:	Protect Responder Safety and Health	FY 2022-23 Activity Type
Activity 1	Distribute Resources Required to Protect the Health Care Workforce	
	<p>1 HCCs will annually support and promote regional PPE procurement, update inventory list, and include/update this process in the HCC Preparedness Plan.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 65 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 5 2017-2022 Health Care Preparedness and Response Capabilities, page 36-37</p>	
Activity 2	Train and Exercise to Promote Responder Safety and Health	
	<p>2 HCCs, in coordination with PHEP, will continue to annually make available training opportunities to HCC members to promote responder safety and health. Include such trainings in the HCC training plan.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 65 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 5 2017-2022 Health Care Preparedness and Response Capabilities, page 38-40 FY 21-22 PHEP Workplan, Domain 4, Domain Activity 1, Activity 4 and Activity 6 FY 21-22 PHEP Workplan, Domain 4, Domain Activity 7, Activity 2</p>	
Activities	3	
	4	
	5	
Outputs from the planned activities		

	1	HCCs will provide a list of participants and an agenda for each completed training (Activity 2.2).
	2	HCCs will provide MCM dispensing plans reflecting the HCCs role (Activity 2.1).
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

y, provide
infrastructure.
emergencies.
rations.

					3 FY 2023-24			
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

				3 FY 2024-25						
4 MY Report	5 YE Report		Notes	FY 2024-25	Estimate	4 MY Report		5 YE Report		Notes
Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	

				3 FY 2024-25						
4 MY Report	5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report		Notes
Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	

3 FY 2025-26						3 FY 2026-27						
FY 2025-26	Estimated	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimated	4 MY Report		5 YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

3 FY 2025-26							3 FY 2026-27					
FY 2025-26 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2026-27 Activity Type	Estimated Completion	4 MY Report		5 YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

3 FY 2025-26						3 FY 2026-27						
FY 2025-26	Estimated	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimated	4 MY Report		5 YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

3 FY 2025-26						3 FY 2026-27						
FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

[Local Entity Name]

Capability 4:	Medical Surge
Goal:	Health care organizations deliver timely and efficient care to their patients even when the demand for health exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead agency, coord and available resources for its members to maintain conventional surge response. When an emergency ove HCC's collective resources, the HCC supports the health care delivery system's transition to contingency an response and promotes a timely return to conventional standards of care as soon as possible.

1 Known Gaps:	
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2 Classify Activity:	<i>Are you Building or Sustaining this Capability?</i>
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PHASE 1: Plan and Prepare		3 FY 2022-23
Objective 1	Plan for a Medical Surge	FY 2022-23 Activity Type
Activity 1	Incorporate Medical Surge Planning into Health Care Organization Emergency Operations Plan	
	<p>1 HCC members will continue to work together to manage staffing resources including volunteers within hospitals and other health care settings, and include/update annually such strategy in preparedness and response plans.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 66-67 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 11 2017-2022 Health Care Preparedness and Response Capabilities, page 45</p>	
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	

	<p>2 HCCs will continue to serve as planning resources and subject matter experts to PHEP program and LHDs as they develop or augment existing response plans, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 70</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 47-48</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 4, Domain Activity 2, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 4, Domain Activity 4, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 4, Activity 2</i></p>	
	<p>3 FY 21-22 HCCs will develop complementary coalition-level annexes to their base medical surge/trauma mass casualty Response Plan to manage a large number of casualties with specific needs. <u>Consider regional plans.</u></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 70-74</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 51</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</i></p>	

4 | HCCs will continue to maintain and update their Pediatric Surge Annex of their Response Plan, annually. Updates will be uploaded into the CAT.

FY 21-22 Continue to work on this activity and deliverable and report.

Reference:

ASPR HPP FOA EP-U3R-19-001, pages 71

FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 5

2017-2022 Health Care Preparedness and Response Capabilities, page 51

Coalition Assessment Tool (CAT): <https://HPPCAT.hhs.gov>

FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1

5 | [Develop an Infectious Disease Surge or Burn Surge Annex to HCC Response Plan by June 2021.](#)

If selected over an Infectious Disease Surge Annex, HCCs will develop their Burn Surge Annex of their Response Plan, [a draft is due April 1, 2021, and the final by June 30, 2021](#) and upload into the CAT.

[FY 21-22 Continue to work on this activity and deliverable and report.](#)

Reference:

[ASPR HPP FOA EP-U3R-19-001, pages 71](#)

[FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 6](#)

[2017-2022 Health Care Preparedness and Response Capabilities, page 52](#)

[Coalition Assessment Tool \(CAT\): <https://HPPCAT.hhs.gov>](#)

[FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 2](#)

	<p>6 Develop an Infectious Disease Surge or Burn Surge Annex to HCC Response Plan by June 2022. If a Burn Surge Annex was not selected and developed, HCCs will develop their Infectious Disease Surge Annex of their Response Plan, a draft is due April 1, 2022, and the final by June 30, 2022 and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 72 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 7 2017-2022 Health Care Preparedness and Response Capabilities, page 53-54 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov FY 21-22 Pan Flu Workplan, Objective 1 FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 1</p>	
	<p>7 HCCs will develop their Radiation Surge Annex of their Response Plan, a draft is due April 1, 2023, and the final by June 30, 2023 and uploaded into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 73 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 8 2017-2022 Health Care Preparedness and Response Capabilities, page 51-52 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1 FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 3</p>	

	<p>8 HCCs will develop their Chemical Surge Annex of their Response Plan, a draft is due April 1, 2024, and the final by June 30, 2024 and uploaded into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 73-74</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 9</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 51-52</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i> FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1 FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 4</p>	
	<p>9 HCCs will continue to coordinate with the PHEP program and CDPH for integrating crisis care elements into their Response plans annually by June 30, 2022 and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 3</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 47-51</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i> FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1 FY 21-22 PHEP Workplan, Domain 4, Domain Activity 1, Activity 3</p>	
<p>Activities</p>	<p>10</p> <p>11</p> <p>12</p>	

Outputs from the planned activities	
	1 HCCs use the Disaster Healthcare Volunteer (DHV) program (Activity 1.1).
	2 HCCs will provide upon request Medical Response Corps (MRC) engagement activities (Activity 1.1).
	3 HCCs will upload their Pediatric Surge Annex into the CAT (Activity 3.5).
	4 HCCs will upload their Burn or Infectious Disease Surge Annex into the CAT (Activity 3.6).
	5 HCCs will uploaded their Radiation Surge Annex into the CAT (Activity 3.7).
	6 HCCs will have upload their Chemical Surge Annex into the CAT (Activity 3.8).
	7 HCCs will update their Response to include Crisis Care elements (Activity 3.9).
Outputs	8
	9
	10
Notes	1
	2
	3

PHASE 3: Exercise and Respond

3 FY 2022-23

Objective 1:	Plan for a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	
1	<p>HCCs will participate in the SWMHE to validate CDPH's Crisis Standards of Care CONOPS in FY 2022-23.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 77</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 4</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 47-51</i></p>	
2	<p>HCCs will complete a redundant communications drill twice a year and enter the data into the CAT. <i>These drills must be six months apart.</i></p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 59</i></p> <p><i>2017-2022 Health Care Preparedness and Response Capabilities, page 29</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 12 and 13, page 28-31</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
Activities	3	

	4	
	5	
Outputs from the planned activities		
	1	HCCs will participate in the SWMHE (Activity 3.1).
	2	HCCs will input data from redundant communications drill into the CAT (Activity 3.2).
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

		3 FY 2022-23
Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 1	Implement Emergency Department and Inpatient Medical Surge Response	
1	<p>HCCs, in coordination with PHEP, will incorporate the use of volunteers, Disaster Healthcare Volunteer (DHV) system, to support a medical surge response during training, drills and exercises, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 77</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 13</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 48-49</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 4, Activity 1</i> <i>2019-2023 HPP Performance Measures Implementation Guide</i></p>	

	<p>2 HCCs will conduct a Coalition Surge Test (CST) annually, results entered into the CAT.</p> <p><i>FY 20-21 Waived.</i></p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 14</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 14-21, page 32-49</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
	<p>3 HCCs will complete the Surge Estimator Tool by March 31, 2022 and March 31, 2024 to support determination of their surge capacity. <i>Only hospitals that provide emergency services are to be included.</i> Data to be entered into the CAT.</p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 78</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i></p>	

Activity 3	Develop an Alternate Care System	
	<p>4 HCCs, in collaboration with CDPH, LHDs and emergency management, will develop and/or maintain an alternate care system annually by June 30, 2022 and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 78-79 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 3 2017-2022 Health Care Preparedness and Response Capabilities, page 50-51 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i></p>	
	<p>5 HCCs, in coordination with PHEP, will continue to provide subject matter expertise to LHDs, for providing medical care to sheltered and/or congregate locations during an incident.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 79 2017-2022 Health Care Preparedness and Response Capabilities, page 50-51 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i></p>	
Activity 4	Provide Pediatric Care During a Medical Surge Response	

6 HCCs will test/exercise their Pediatric Surge Care Annex during a medical surge response or tabletop/discussion exercise format. Completed and upload results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24).

FY 21-22 Continue to work on this activity and deliverable and report.

Reference:

ASPR HPP FOA EP-U3R-19-001, pages 79

FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 4

Coalition Assessment Tool (CAT): <https://HPPCAT.hhs.gov>

Activity 5	Provide Surge Management During a Chemical or Radiation Emergency Event	
	<p>7 HCCs will test/exercise their Radiation Emergency Surge Annex, if chosen over the Chemical Emergency Surge Annex exercise, during a medical surge or tabletop/discussion exercise format, by June 30, 2023 and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 79 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 5 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
	<p>8 HCCs will test/exercise their Chemical Emergency Surge Annex, if chosen over the Radiation Emergency Surge Annex exercise, during a medical surge or tabletop/discussion exercise format, by June 30, 2024 and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 79 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 6 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
Activity 6	Provide Burn Care During a Medical Surge Response	

9 | ~~If a Burn Surge Annex was selected and developed,~~ HCCs will test/exercise their Burn Care [Surge Annex](#) during a medical surge or tabletop/[discussion](#) exercise [format](#), ~~by June 30, 2024~~ and upload the results/data into the CAT [by the end of the five-year project period \(FY 2019-20 to FY 2023-24\)](#).

[FY 21-22 Continue to work on this activity and deliverable and report.](#)

Reference:

ASPR HPP FOA EP-U3R-19-001, pages 79

FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 7

Coalition Assessment Tool (CAT): <https://HPPCAT.hhs.gov>

Activity 9	Enhance Infectious Disease Preparedness and Surge Response	
	<p>10 If an Infectious Disease Surge Annex was selected and developed, HCCs will test/exercise their Infectious Disease Preparedness and Surge Annex during a medical surge or tabletop/discussion exercise format, by June 30, 2022 and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report. HCCs may utilize COVID-19 response to meet this deliverable. A data sheet will need to be completed.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 80 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 10 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov <i>FY 21-22 Pan Flu Workplan, Objective 1 and Objective 7</i></p>	
Activities	11	
	12	
	13	
Outputs from the planned activities		
1	HCCs will use the Disaster Healthcare Volunteer (DHV) program (Activity 1.1).	
2	HCCs will provide upon request Medical Response Corps (MRC) engagement activities (Activity 1.1).	
3	HCCs will input data from CST into the CAT (Activity 1.2).	
4	HCCs will input data from Surge Estimator Tool into the CAT (Activity 1.3).	
5	HCCs will provide their tele/virtual medicine policy (Activity 3.4).	
6	HCCs will provide their policy for establishing an alternate care site (Activity 3.4).	
7	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activities 4.6, 5.7, 5.8, 6.9, 9.10)	

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3 FY 2023-24						
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type
	Status	Primary Barrier	Status	Primary Barrier		

						3 FY 2023-24
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type
	Status	Primary Barrier	Status	Primary Barrier		

3 FY 2023-24						
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type
	Status	Primary Barrier	Status	Primary Barrier		

[Local Entity Name]

Capability 4:	Medical Surge
Goal:	Health care organizations deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system contingency and crisis surge response and promotes a timely return to conventional standards of care when possible.

1 Known Gaps:	
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2 Classify Activity:	Are you Building or Sustaining this Capability?
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PHASE 1: Plan and Prepare		3 FY 2022-23
Objective 1	Plan for a Medical Surge	FY 2022-23 Activity Type
Activity 2	Incorporate Medical Surge Planning into Emergency Medical Services Emergency Operation Plan	
	<p>1 EMS plans should incorporate disaster related dispatch, response, mutual aid and regional coordination, pre-hospital triage and treatment, transportation, supplies and equipment.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA 2017-2022 Health Care Preparedness and Response Capabilities, page 46-47</p>	

	<p>2 EMS will work collaboratively with the LHD to identify a local initiative or project to meet local needs and delineate the LEMSAs role from the LHD role.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs</p>	
Activity 3		
Incorporate Medical Surge Planning into HCC Response Plan		
	<p>3 EMS will continue to participate in the review and update of the HCC Response Plan, to maintain the patient transportation process from, the field, to hospital, to interfacility, and to the region.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</p>	
	<p>4 EMS will continue to review and update information sharing protocols with HCC members, corroborate member needs and incorporate the process in the HCC Response Plan.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</p>	
Activities	5	
	6	
	7	
Outputs from the planned activities		

	1	HCCs will provide the EMS plans upon request (Activity 2.1).
	2	HCCs will provide a documentation of roles and responsibilities for local initiative or project (Activity 2.2).
	3	HCCs will provide a copy of the EMS transportation protocols upon request (Activity 3.3).
	4	
	5	
Outputs	6	
	7	
	8	
Notes	1	
	2	
	3	

PHASE 2: Train and Equip

3 FY 2022-23

Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	
1	<p>EMS will continue to provide training to HCC members on plans, policies and procedures for regional transportation of a patient(s) with a suspected and/or confirmed highly infectious disease.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 68-76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</i></p>	
2	<p>EMS will continue to provide training to HCC members on plans, policies and procedures for transitioning to a disaster response.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 68-76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</i></p>	
Activities	3	
	4	
	5	
Outputs from the planned activities		
1	HCCs will provide upon request their patient movement plan, and patient tracking/reunification plan (Activity 3.1).	
2	HCCs will provide a list of participants and an agenda for each completed training (Activity 3.2).	

PHASE 3: Exercise and Respond

3 FY 2022-23

Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge into HCC Response Plan	
	<p>1 EMS will participate in the Coalition Surge Test (CST) annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48 2019-2023 HPP Performance Measures Implementation Guidance</p>	
	<p>2 EMS will complete a redundant communications drill twice a year with their HCC.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 60-61 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 34 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</p>	

	3	<p>EMS will participate in the annual SWMHE.</p> <p><i>FY 20-21 Canceled.</i></p> <p><i>FY 21-22 Canceled.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i> <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 34</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i></p>	
	4	<p>EMS will participate in the SWMHE to validate the CDPH's Crisis Standards of Care CONOPS in FY 2022-23.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i> <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 34</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i></p>	
Activities	5		
	6		
	7		
Outputs from the planned activities			
	1	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activities 3.1-3.4).	
Outputs	2		
	3		
	4		
Notes	1		

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						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimate	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

3 FY 2025-26							3 FY 2026-27					
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status

		3 FY 2025-26						3 FY 2026-27					
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R	
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	

3 FY 2025-26							3 FY 2026-27						
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R	
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	

Application

Known Gaps¹

Known Gaps

Classify Activity²

Sustain

Build

Fiscal Year (FY) Activity³

Plan/Develop

Organize/Equip

Train

Exercise

Evaluate/Improve

Updating

Not Applicable

Estimated Completion³

This fiscal year by Q2

This fiscal year by Q4

Continuous

Out year

Not Applicable

Reporting

Status⁴⁻⁵

Complete

In progress, on schedule

In progress, off schedule
Not Started
Canceled

Primary Barrier⁴⁻⁵

None
Lack of Funding
Lack of Personnel
Administrative
Time Constraint
Waiting on EPO
Real Event
Other, provide in the *Notes*
section.

Definitions

Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal

A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.

A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..

Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.

Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.

Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.

Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident.

Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.

Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.

Modernize, make current and/or include the most recent information.

Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The activity will be complete by the end of the second quarter of the fiscal year.

The activity will be complete by the end of the fourth quarter of the fiscal year.

The activity occurs throughout the year.

Not working on the activity this fiscal year, it will be addressed in the future.

Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The Activity has been fully executed/in place to satisfy all requirements.

This Activity is work in progress and will be completed by the Estimated Completion time.

This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
No work has been done on this Activity.
This activity will not be finished/completed this FY.

No barriers to completing this Activity and corresponding Outputs.
In sufficient funding to complete this Activity and corresponding Outputs.
In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, w
Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Jurisdiction

Add additional information in the Notes section of this Activity.

Annual	Region I	less than 200,000
FY 2022-23	Region II	between 200,000 and
FY 2023-24	Region III	greater than 700,000
FY 2024-25	Region IV	
FY 2025-26	Region V	Q2
FY 2026-27	Region VI	Q3
	Multiple Regions	Q4



California Department of Public Health
Emergency Preparedness Office

Date:

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for
Pandemic Influenza (Pan Flu)

[Local Entity Name]

Region:

Population size:

[Local Entity Name]

Description:	Strengthen planning and response efforts in order to be prepared for an influenza Pandemic.
---------------------	---

1 Known Gaps:	
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2 Classify Activity:	<input type="checkbox"/> <i>Are you Building or Sustaining influenza planning?</i>
-----------------------------	--

Outcomes:	1 Up-to-date written policies and procedures in place to ensure pandemic influenza readiness and response, including LHD collaborative efforts with local and state partners, effective administration and documentation of vaccines, guidelines for prioritizing lab testing and distribution of materials to partners, document vaccine administration in the immunization registry, and procedures for communication to promote vaccine and preventative measures.
	2 Surveillance systems are maintained to ensure accurate and timely documentation of novel/variant influenza virus infections, influenza-associated deaths in children and/or case-specific data requested by state and federal partners.
	3 Local public health laboratories maintain capability and capacity to type and subtype influenza viruses.
	4 Updated written procedures in place for monitoring exposed persons exposed to avian or novel influenza viruses, including laboratory testing and ensuring regular communication of activities and outcomes to state partners.
	5 Conduct a mass vaccination clinic and complete an After Action Report/Improvement Plan (AAR/IP).
	6 Implementation of processes for ensuring optimal utilization of influenza vaccines within local communities, including target populations such as persons with underlying medical conditions and/or school-aged children.

		FY 2022-23						FY 2023-24						
Objective 1	Update and/or maintain a local Pandemic Influenza Plan Reference: PHEP Work Plan, Domain 1, Activity 6: Strengthen and Implement Plans PHEP Work Plan, Domain 4, Activity 1: Develop and Exercise Plans for MCM Distribution, Dispensing and Vaccine Administration PHEP Work Plan, Domain 4, Activity 2: Maintain Preparedness Plans Based on Risks FY 21-22 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 2.6 FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report			
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier		Status
Activities	1	Protocol describing how the LHD will work with local partners and health care coalitions to address pandemic influenza preparedness and response. FY 21-22 Continue to work on this activity and deliverable and report. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
	2	Update procedure for how LHD will ensure appropriate staff are prepared to order and receive pandemic influenza vaccines, administer vaccine and document pandemic vaccine administration in the immunization registry within 14 days. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDPH's Immunization Program : https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/immunize.aspx California Immunization Registry (CAIR): http://cairweb.org/ https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/immunization_branch/SDIR.html http://www.myhealthyfutures.org/												
	3	Update plan for how LHD will identify and vaccinate likely target populations, including Tier 1 through Tier 3 critical workforce and occupational groups. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDC's Roadmap to Implementing Pandemic Influenza Vaccination of Critical Workforce. https://www.cdc.gov/flu/pandemic-resources/pdf/roadmap_panflu.pdf References: FY 21-22 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 2.6 FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10												
	4	Update plans for disseminating CDPH/LHD guidelines for prioritization of influenza laboratory testing to public and private laboratories, healthcare facilities and providers, and other key healthcare partners within the jurisdiction during both the regular influenza season and in a pandemic. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
	5	Update procedures for preparedness and response communications, including outreach and educational efforts to promote vaccine and prevention measures and coordinating these efforts and messaging with key partners in the community. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
	6	Annually provide, and keep updated, the name and contact information for the LHD's Pandemic Influenza Coordinator or position responsible for ensuring completion of Pan Flu Work Plan activities and deliverables. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
Activities	7													
	8													
	9													

Outputs from the planned activities	
	1 Updated process for engaging local partners and stakeholders in influenza pandemic planning and preparedness.
	2 Updated vaccine administration and immunization registry process including documentation.
	3 Updated plan for vaccination plan for target populations and critical workforce.
	4 Updated plans for prioritizing lab testing.
	5 Updated communication procedures.
	6 Pan Flu Coordinator contact is current.
Outputs	7
	8
	9
Notes	1
	2
	3

		FY 2022-23						FY 2023-24					
Objective 2	Maintain a surveillance system for reporting novel/variant influenza virus infections and influenza-associated deaths in children <18 years of age, and report data via electronic or fax during the regular influenza season. Reference: PHEP Work Plan, Domain 3, Activity 2: Coordinate Information Sharing PHEP Work Plan, Domain 6, Activity 1: Conduct Epidemiological Surveillance CDC NoFO PHEP CDC RFA TP19-1901, page 16-17, 25-26 and 28-29	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1 LHDs will report influenza-associated deaths in persons <18 years of age to CDPH within two weeks of death. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDPH Influenza guidance: https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx CDPH Influenza recommendations: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/Immunization/InfluenzaGuidance.pdf												
	2 LHDs will submit completed case report forms to CDPH for influenza-associated deaths in persons <18 years of age within two months of death. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: Refer to references in Activity 1, above.												
	3 LHDs will utilize immunization registry for epidemiological surveillance. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
Activities	4												
	5												
	6												
Outputs from the planned activities													
	1 Updated surveillance systems that provide accurate and timely data of novel/variant influenza virus infections and associated deaths.												
	2 Updated process for reporting of influenza associated deaths in person <18 years of age.												
	3 Updated process to provide data requested by State and Federal partners.												
Outputs	4												
	5												
	6												
Notes	1												
	2												
	3												

		FY 2022-23						FY 2023-24					
Objective 3	Maintain the ability to conduct case-based surveillance for influenza as requested by CDC and/or CDPH. For example, all cases, hospitalizations, ICU admissions, or deaths, and report those cases via electronic means or fax during a pandemic. Reference: PHEP Work Plan, Domain 3, Activity 2: Coordinate Information Sharing PHEP Work Plan, Domain 6, Activity 1: Conduct Epidemiological Surveillance FY 20-21 HPP Workplan, Capability 2, Phase 1, Objective 2, Activity 1.2 and 1.3 FY 20-21 HPP Workplan, Capability 2, Phase 3, Objective 3, Activity 3.3 CDC NoFO PHEP CDC RFA TP19-1901, page 16-17, 25-26 and 28-29	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1 Submit completed case report forms for persons with novel or variant influenza infections to CDPH within three days of confirmation. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDPH Influenza guidance: https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx CDPH Influenza recommendations: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/Immunization/InfluenzaGuidance.pdf												
	2 Report and submit completed case report forms for pandemic-associated influenza cases within the timeframe specified by CDPH during an influenza pandemic. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: Refer to references in Activity 1, above.												
	3 LHDs will utilize immunization registry for epidemiological surveillance. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
Activities	4												
	5												
	6												
Outputs from the planned activities													
	1 Updated case based surveillance systems that provide accurate and timely data of novel/variant influenza virus infections and associated deaths.												
	2 Updated process to provide data requested by State and Federal partners.												
Outputs	3												
	4												
	5												
Notes	1												
	2												
	3												

		FY 2022-23						FY 2023-24					
Objective 4	Counties with a Public Health Laboratory Maintain the ability of the public health laboratory to type and subtype influenza A viruses and lineage type influenza B viruses (if the laboratory is capable of lineage type testing) for any cases tested for influenza by status of clinical severity (e.g., hospitalized ICU/severe cases, outpatients, and/or fatal cases) during both the regular influenza season and in a pandemic and report results to CDPH through established reporting mechanisms.	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1 LHD's will maintain laboratory testing capability for influenza A/B typing and Flu A subtyping/Flu B lineage typing by rRT-PCR AND satisfactorily pass influenza proficiency testing requirements two times/year. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: <i>PHEP Work Plan, Domain 6 Biosurveillance</i> CDPH Influenza guidance: https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx												
Activities	2												
	3												
	4												
Outputs from the planned activities													
	1	Maintained laboratory testing capability for influenza.											
	2	Satisfactorily pass influenza proficiency testing requirements two times a year.											
Outputs	3												
	4												
	5												
Notes	1												
	2												
	3												

		FY 2022-23						FY 2023-24						
Objective 5	<p>Counties with a Public Health Laboratory Submit influenza positive specimens to the CDPH Viral and Rickettsial Diseases Laboratory (VRDL) for antiviral resistance testing, as provided by CDPH's Immunization Branch, in accordance with the Association of Public Health Laboratories (APHL) Influenza Virologic Surveillance Right Size Roadmap.</p> <p>Reference: CDPH Immunization Branch: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/immunize.aspx</p> <p>APHL Influenza Virologic Surveillance Right Size Roadmap: www.aphl.org/aboutAPHL/publications/Documents/ID_July2013_Influenza-Virologic-Surveillance-Right-Size-Roadmap.pdf</p>	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report			
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	
Activities	1	Immediately notify CDPH-VRDL of any Unsubtypeable or Inconclusive results that show a cycle threshold (Ct) value for Flu A ≤ 35. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
		Reference: CDPH Viral and Rickettsial Disease Laboratory: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/VRDL_Influenza_Info.pdf												
Activities	2													
	3													
	4													
Outputs from the planned activities														
	1	Routine immediate notification to CDPH-VRDL of any Unsubtypeable or Inconclusive results that show a cycle threshold (Ct) value for Flu A ≤ 35.												
Outputs	2													
	3													
	4													
Notes	1													
	2													
	3													

		3 FY 2022-23					3 FY 2023-24					
Objective 6	Conduct active or passive monitoring for influenza-like illness among persons exposed to avian or novel influenza viruses (e.g., persons exposed to poultry or other animals infected with avian influenza on farms inside or outside of CA, persons exposed to humans with novel or variant influenza virus infections such as H7N9, H5N1, H3N2v, or H1N2v). Reference: CDPH Influenza guidance: https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report	
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier
Activities	1 Update and maintain procedures for monitoring persons exposed to avian or novel influenza viruses. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>											
	2 Report monitoring activities and outcomes to CDPH electronically or via fax. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>											
	3 Obtain specimens, from symptomatic persons being monitored for exposure to avian or novel influenza viruses, for testing at a public health laboratory and forward unsubtypeable and indeterminate subtype specimens to VRDL for confirmatory testing at CDC. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>											
Activities	4											
	5											
	6											
Outputs from the planned activities												
	1 Updated procedures for monitoring exposed persons, including laboratory testing, and ensuring regular communication of activities and outcomes to State partners.											
Outputs	2											
	3											
	4											
Notes	1											
	2											
	3											

		FY 2022-23						FY 2023-24						
Objective 7	Conduct at least one mass vaccination clinic exercise and maximize attendance in order to test and evaluate the mass vaccination capability and capacity. Reference: PHEP Work Plan, Requirements CDC NoFO PHEP CDC RFA TP19-1901, exercise requirements on page 39 FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report			
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier		Status
Activities	1	LHDs will identify high risk and priority target groups, including low income populations, in order to conduct outreach and provide educational materials, to increase attendance at the mass vaccination clinic exercise. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
	2	LHDs will coordinate with the CDPH Immunization Branch to order and receive State purchased flu vaccine for mass vaccination clinic exercise. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> (If LHDs need additional doses or would like to offer other vaccines, contact CDPH's Immunization Branch.)												
	3	LHDs will plan and conduct your mass vaccination clinic exercise in coordination with your Public Health Emergency Preparedness (PHEP) and Immunization programs. Utilize improvements plans from previous exercises after action reports (AARs) to fill gaps identified and improve the process. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
	4	LHDs will enter into the immunization registry (within 14 days) all vaccine doses administered during the mass vaccination clinic exercise. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: California Immunization Registry (CAIR): http://cairweb.org/												
	5	LHDs will in coordination with your Public Health Emergency Preparedness (PHEP) and Immunization programs, complete an after action report (AAR) including an improvement plan (IP) after the exercise. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
Activities	6													
	7													
	8													
Outputs from the planned activities														
	1	Completed a mass vaccination exercise.												
	2	Completed a AAR and IP.												
Outputs	3													
	4													
	5													
Notes	1													
	2													
	3													

Objective 8 In conjunction with the immunization coordinator, support efforts to intensify seasonal flu vaccination efforts to enhance pandemic influenza preparedness.		FY 2022-23						FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		Status	
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier		
Activities	1	Support the LHD immunization program to enter/record all doses of seasonal influenza vaccine administered by the LHD (in clinics or in LHD offices) in the immunization registry. Data should be recorded within 14 days of administration. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: California Immunization Registry (CAIR): http://cairweb.org/ https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/immunization_branch/SDIR.html http://www.myhealthyfutures.org/												
	2	Support the LHD immunization program to ensure all state-purchased (VFC, 317 or State) seasonal influenza vaccines shared with and administered by local partners are documented in the immunization registry within 14 days of administration. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: California Immunization Registry (CAIR): http://cairweb.org/ https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/immunization_branch/SDIR.html http://www.myhealthyfutures.org/												
	3	Promote increased seasonal influenza vaccine within the community, including target populations and school-aged children. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
	4	<i>Suggested Activity:</i> Increase immunization of school-aged children as part of mass vaccination clinics.												
Activities	5													
	6													
	7													
Outputs from the planned activities														
	1	Implementation of processes for ensuring optimal utilization of influenza vaccines within local communities, including target populations such as persons with underlying medical conditions and/or school-aged children.												
Outputs	2													
	3													
	4													
Notes	1													
	2													
	3													

Application

Definitions

Known Gaps¹

Known Gaps Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal year.

Classify Activity²

Sustain A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.

Build A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..

Fiscal Year (FY) Activity³

Plan/Develop Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.

Organize/Equip Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.

Train Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.

Exercise Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident. Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.

Evaluate/Improve Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.

Updating Modernize, make current and/or include the most recent information.

Not Applicable Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

Estimated Completion³

This fiscal year by Q2 The activity will be complete by the end of the second quarter of the fiscal year.

This fiscal year by Q4 The activity will be complete by the end of the fourth quarter of the fiscal year.

Continuous The activity occurs throughout the year.

Out year Not working on the activity this fiscal year, it will be addressed in the future.

Reporting

Status⁴⁻⁵

Complete	The Activity has been fully executed/in place to satisfy all requirements.
In progress, on schedule	This Activity is work in progress and will be completed by the Estimated Completion time.
In progress, off schedule	This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
Not Started	No work has been done on this Activity.
Canceled	This activity will not be finished/completed this FY.

Primary Barrier⁴⁻⁵

None	No barriers to completing this Activity and corresponding Outputs.
Lack of Funding	In sufficient funding to complete this Activity and corresponding Outputs.
Lack of Personnel	In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Administrative	Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Time Constraint	Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, workload, and reso
Waiting on EPO	Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Real Event	Jurisdiction
Other, provide in the <i>Notes</i> section.	Add additional information in the Notes section of this Activity.



California Department of Public Health
Emergency Preparedness Office

Date:

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for
Hospital Preparedness Program (HPP)
and the Health Care Coalition

DRAFT

[Local Entity Name]

Region:

Population size:

[Local Entity Name]

This is a short list that includes requirements, a checklist and clarifications for the Hospital Preparedness Program (HPP) funding. This list is not exhaustive, HCCs are required to study the HPP Capability Guide and HPP Performance Measures and therein

HPP Performance Measures Implementation Guides

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/hpp-pmi-guidance-2017.pdf>

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/pmi-guidance-2019-2023/Pages/default.aspx>

Pages 90-96 in the 2019-2023 HPP Performance Measures Implementation Guide contain a crosswalk of performance measures to HPP Workplan activities.

HPP Capability Guide

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>

HPP Coalition Assessment Tool (CAT)

HPP Performance Measures are reported in the Coalition Assessment Tool (CAT) and to CDPH. CDPH will utilize information in the CAT to meet CDPH's required HPP reporting. CDPH will require HCCs to provide required deliverables and data that are not contained in the CAT. If you need to update your CAT point of contact and access, use the email provided below.

Link: <https://HPPCAT.hhs.gov>

Email: CAT@HHS.gov

Requirement

HPP-PHEP-EMA Joint Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be a standalone functional or full scale joint exercise once every five years (rolling five years). This exercise **must** include a surge of patients into the health care system. [FY 2021-22 HPP Funding Opportunity Announcement, page 16.](#)

Pediatric Surge Care Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 4.6.](#)

Radiation Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Chemical Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 5.7.](#)

↑ or ↓

(Radiation or Chemical Exercise)

Chemical Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Radiation Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 5.8.](#)

Burn Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 6.9.](#)

Infectious Disease Preparedness and Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 9.10](#)

Participate in State Wide Medical Health Exercise of Crisis Standards of Care CONOPS. [See Capability 4, Phase 3, Objective 1, Activity 3.1.](#)



Provide a current inventory: **Select** which quarter to provide the list of all HCC resources purchased in the previous fiscal year that would be utilized during an exercise or real event each year to CDPH. *State Site Visit/State Audit requirement.*

Checklist



Performance Measure 4: Complete HCC member updates, *in CDPH template* by the due date.



Performance Measure 6: Other Exercise Requirements *within the CAT*, Exercise Tool report exercise dates and complete a datasheet for all required exercises.



Performance Measure 9: Complete Jurisdictional Risk Assessment Survey *provided by CDPH* by the due date.



Performance Measure 10: After Action Reporting (AAR) and Improvement Planning (IP) Matrix, complete *within the CAT* within the Exercise Tool.



Performance Measures 12 & 13: Redundant Communications Drills 1 & 2, *enter data into the CAT*. The second drill must be six months after the first.



Capability Assessments must be completed *within the CAT* before the end of year due date.



Performance Measure HPP-PHEP J.1, Information Sharing: Report Essential Elements of Information (EIs), situation reporting, *to CDPH* as requested during exercises and real events.



CAHAN Communication Drills, quarterly.



Disaster Health Volunteers (DHV) Program must be maintained annually. *See Capability 4, Phase 3, Objective 2, Activity 1.1*

Clarifications

Performance Measure 22: This is a Hospital performance measure collected by the Emergency Medical Services for Children (EMSC). This should align with your Pediatric Surge Annex.

Performance Measure HPP-PHEP J.2, Volunteers: This is a State level performance measure.

Performance Measures 23-28: Annual Hospital Surge Test (HST) in the CAT within the Exercise Tool. **Only complete if**, you have a hospital that is in a Frontier and Remote Area (FAR) level four. <https://www.ers.usda.gov/data-products/frontier-and-remote-area-codes/>

HCC Exercise with an FCC to participate in the NDMS patient movement in the CAT within the Exercise Tool. **Only complete if**, you have a Federal Coordination Center (FCC) in your jurisdiction. <https://asprtracie.hhs.gov/technical-resources/resource/5622/national-disaster-medical-system-federal-coordinating-center-guide>

If there is a difference between the Performance Measures and HPP Funding Opportunity Announcement (FOA), the most current requirement is listed in this work plan, at this point in time it is based on the Performance Measures Implementation Guide 2019-2023.

[Local Entity Name]

Capability 4:	Medical Surge
Goal:	Health care organizations deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system contingency and crisis surge response and promotes a timely return to conventional standards of care when possible.

1 Known Gaps:	
----------------------	--

2 Classify Activity:	Are you Building or Sustaining this Capability?
-----------------------------	---

PHASE 1: Plan and Prepare

		3 FY 2022-23
Objective 1	Plan for a Medical Surge	FY 2022-23 Activity Type
Activity 2	Incorporate Medical Surge Planning into Emergency Medical Services Emergency Operation Plan	
	<p>1 EMS plans should incorporate disaster related dispatch, response, mutual aid and regional coordination, pre-hospital triage and treatment, transportation, supplies and equipment.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA 2017-2022 Health Care Preparedness and Response Capabilities, page 46-47</p>	

	<p>2 EMS will work collaboratively with the LHD to identify a local initiative or project to meet local needs and delineate the LEMSAs role from the LHD role.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs</p>	
Activity 3		
Incorporate Medical Surge Planning into HCC Response Plan		
	<p>3 EMS will continue to participate in the review and update of the HCC Response Plan, to maintain the patient transportation process from, the field, to hospital, to interfacility, and to the region.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</p>	
	<p>4 EMS will continue to review and update information sharing protocols with HCC members, corroborate member needs and incorporate the process in the HCC Response Plan.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</p>	
Activities	5	
	6	
	7	
Outputs from the planned activities		

	1	HCCs will provide the EMS plans upon request (Activity 2.1).
	2	HCCs will provide a documentation of roles and responsibilities for local initiative or project (Activity 2.2).
	3	HCCs will provide a copy of the EMS transportation protocols upon request (Activity 3.3).
	4	
	5	
Outputs	6	
	7	
	8	
Notes	1	
	2	
	3	

PHASE 2: Train and Equip

3 FY 2022-23

Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	
	<p>1 EMS will continue to provide training to HCC members on plans, policies and procedures for regional transportation of a patient(s) with a suspected and/or confirmed highly infectious disease.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 68-76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</i></p>	
	<p>2 EMS will continue to provide training to HCC members on plans, policies and procedures for transitioning to a disaster response.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 68-76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</i></p>	
Activities	3	
	4	
	5	
Outputs from the planned activities		
	1 HCCs will provide upon request their patient movement plan, and patient tracking/reunification plan (Activity 3.1).	
	2 HCCs will provide a list of participants and an agenda for each completed training (Activity 3.2).	

PHASE 3: Exercise and Respond

3 FY 2022-23

Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge into HCC Response Plan	
	<p>1 EMS will participate in the Coalition Surge Test (CST) annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48 2019-2023 HPP Performance Measures Implementation Guidance</p>	
	<p>2 EMS will complete a redundant communications drill twice a year with their HCC.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 60-61 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 34 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</p>	

	3	<p>EMS will participate in the annual SWMHE.</p> <p><i>FY 20-21 Canceled.</i></p> <p><i>FY 21-22 Canceled.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i> <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 34</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i></p>	
	4	<p>EMS will participate in the SWMHE to validate the CDPH's Crisis Standards of Care CONOPS in FY 2022-23.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i> <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 34</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i></p>	
Activities	5		
	6		
	7		
Outputs from the planned activities			
	1	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activities 3.1-3.4).	
Outputs	2		
	3		
	4		
Notes	1		

health care
agency,
use. When an
item's transition to
as soon as

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimate	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

3 FY 2025-26							3 FY 2026-27					
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status

3 FY 2025-26							3 FY 2026-27					
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status

3 FY 2025-26							3 FY 2026-27						
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R	
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	

Application

Known Gaps¹

Known Gaps

Classify Activity²

Sustain

Build

Fiscal Year (FY) Activity³

Plan/Develop

Organize/Equip

Train

Exercise

Evaluate/Improve

Updating

Not Applicable

Estimated Completion³

This fiscal year by Q2

This fiscal year by Q4

Continuous

Out year

Not Applicable

Reporting

Status⁴⁻⁵

Complete

In progress, on schedule

In progress, off schedule
Not Started
Canceled

Primary Barrier⁴⁻⁵

None
Lack of Funding
Lack of Personnel
Administrative
Time Constraint
Waiting on EPO
Real Event
Other, provide in the *Notes*
section.

Definitions

Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal

A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.

A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..

Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.

Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.

Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.

Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident.

Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.

Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.

Modernize, make current and/or include the most recent information.

Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The activity will be complete by the end of the second quarter of the fiscal year.

The activity will be complete by the end of the fourth quarter of the fiscal year.

The activity occurs throughout the year.

Not working on the activity this fiscal year, it will be addressed in the future.

Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The Activity has been fully executed/in place to satisfy all requirements.

This Activity is work in progress and will be completed by the Estimated Completion time.

This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
No work has been done on this Activity.
This activity will not be finished/completed this FY.

No barriers to completing this Activity and corresponding Outputs.
In sufficient funding to complete this Activity and corresponding Outputs.
In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, w
Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Jurisdiction

Add additional information in the Notes section of this Activity.

Annual	Region I	less than 200,000
FY 2022-23	Region II	between 200,000 and
FY 2023-24	Region III	greater than 700,000
FY 2024-25	Region IV	
FY 2025-26	Region V	Q2
FY 2026-27	Region VI	Q3
	Multiple Regions	Q4

PHEP Budget

Attachment E

1)

2) Date:

3) Entity Name:		
4) FY 22-23 Allocation		
5) Indirect Cost based on:		
6) Personnel Costs Rate:		
Direct Costs Rate:		

Budget Category	Total	% Allocation
Personnel	\$0.00	0%
Fringe	\$0.00	0%
Operating Expenses	\$0.00	0%
Equipment	\$0.00	0%
In State Travel	\$0.00	0%
Out of State Travel	\$0.00	0%
Subcontracts	\$0.00	0%
Other Costs	\$0.00	0%
Total Direct	\$0.00	0%
Total Indirect Cost	\$0.00	
Total Budget		\$0.00
Balance	\$0.00	

0

0

Personnel												
UID	1) Position and Individual	2) FTE %	3) Time (months)	4) Annual Salary	5) Annual Fringe	Salary Cost	Fringe Cost	Cost	6) Domain	7) Domain Activity	8) Budget Justification	Fringe %
PP101				\$0.00	\$0.00	0.00	0.00	0.00				0
PP102				\$0.00	\$0.00	0.00	0.00	0.00				0
PP103				\$0.00	\$0.00	0.00	0.00	0.00				0
PP104				\$0.00	\$0.00	0.00	0.00	0.00				0
PP105				\$0.00	\$0.00	0.00	0.00	0.00				0
PP106				\$0.00	\$0.00	0.00	0.00	0.00				0
PP107				\$0.00	\$0.00	0.00	0.00	0.00				0
PP108				\$0.00	\$0.00	0.00	0.00	0.00				0
PP109				\$0.00	\$0.00	0.00	0.00	0.00				0
PP110				\$0.00	\$0.00	0.00	0.00	0.00				0
	Personnel	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.0%		
		FTE	Time			Salary	Fringe	Total Personnel		Fringe %		
Operating Expenses												
UID	1) Item	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification							
POE101				\$0.00								
POE102				\$0.00								
POE103				\$0.00								
POE104				\$0.00								
POE105				\$0.00								
POE106				\$0.00								
POE107				\$0.00								
POE108				\$0.00								
POE109				\$0.00								
POE110				\$0.00								
OE111				\$0.00								
OE112				\$0.00								
OE113				\$0.00								
OE114				\$0.00								
OE115				\$0.00								
				\$0.00								
	Total Operating Expenses											
Equipment (Major)												
UID	1) Item	2) Domain	3) Domain Activity	4) Qty	5) Unit Price	Cost	6) Budget Justification					
PE101					\$0.00	0.00						
PE102					\$0.00	0.00						
PE103					\$0.00	0.00						

PHEP Budget

Attachment E

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0

PE104				\$0.00	0.00	
PE105				\$0.00	0.00	
PE106				\$0.00	0.00	
PE107				\$0.00	0.00	
PE108				\$0.00	0.00	
PE109				\$0.00	0.00	
PE110				\$0.00	0.00	
				0.0	\$0.00	
				Total Equipment		

0

0

In State Travel						
UID	1) Travel Name	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification	
PT101				\$0.00		
PT102				\$0.00		
PT103				\$0.00		
PT104				\$0.00		
PT105				\$0.00		
PT106				\$0.00		
PT107				\$0.00		
PT108				\$0.00		
PT109				\$0.00		
PT110				\$0.00		
				\$0.00		
Total In State Travel						
Out of State Travel						
UID	1) Travel Name	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification	
POST101				\$0.00		
POST102				\$0.00		
POST103				\$0.00		
POST104				\$0.00		
POST105				\$0.00		
POST106				\$0.00		
POST107				\$0.00		
POST108				\$0.00		
POST109				\$0.00		
POST110				\$0.00		
				\$0.00		
Total Out of State Travel						
Subcontracts						
UID	1) Contract Name	2) FTE	3) Domain	4) Domain Activity	5) Cost	6) Budget Justification
PS101					\$0.00	
PS102					\$0.00	
PS103					\$0.00	
PS104					\$0.00	
PS105					\$0.00	
PS106					\$0.00	
PS107					\$0.00	
PS108					\$0.00	
PS109					\$0.00	
PS110					\$0.00	

0

0

UID	1) Software and Licenses	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification
P0101				\$0.00	
P0102				\$0.00	
P0103				\$0.00	
P0104				\$0.00	
P0105				\$0.00	
P0106				\$0.00	
P0107				\$0.00	
P0108				\$0.00	
P0109				\$0.00	
P0110				\$0.00	
	Software and Licenses			\$0.00	
	1) Training and Conference Registrations				
P0131				\$0.00	
P0132				\$0.00	
P0133				\$0.00	
P0134				\$0.00	
P0135				\$0.00	
P0136				\$0.00	
P0137				\$0.00	
P0138				\$0.00	
P0139				\$0.00	
P0140				\$0.00	
	Training and Conference Registrations			\$0.00	
	1) Training and Exercise Materials				
P0161				\$0.00	
P0162				\$0.00	
P0163				\$0.00	
P0164				\$0.00	
P0165				\$0.00	
P0166				\$0.00	
P0167				\$0.00	
P0168				\$0.00	
P0169				\$0.00	
P0170				\$0.00	
	Training and Exercise Materials			\$0.00	
	1) Maintenance Agreements				
P0191				\$0.00	
P0192				\$0.00	
P0193				\$0.00	
P0194				\$0.00	
P0195				\$0.00	

0				0
P0196			\$0.00	
P0197			\$0.00	
P0198			\$0.00	
P0199			\$0.00	
P0200			\$0.00	
		Maintenance Agreements	\$0.00	
			\$0.00	
		Total Other		

Total Direct	\$0.00
Total Indirect	\$0.00
Total	\$0.00

HPP Budget

Attachment F

1) **HPP Budget** 2) Date:

3) Entity Name:	
4) FY 22-23 Allocation	
5) Indirect Cost based on:	
6) Personnel Costs Rate:	
Direct Costs Rate:	

Budget Category	Total	% Allocation
Personnel	\$0.00	0%
Fringe	\$0.00	0%
Operating Expenses	\$0.00	0%
Equipment	\$0.00	0%
In State Travel	\$0.00	0%
Out of State Travel	\$0.00	0%
Subcontracts	\$0.00	0%
Other Costs	\$0.00	0%
Total Direct	\$0.00	0%
Total Indirect Cost	\$0.00	
Total Budget	\$0.00	
Balance	\$0.00	

HPP Budget

Attachment F

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Personnel								
UID	1) Position and Individual	2) FTE %	3) Time (months)	4) Annual Salary	5) Annual Fringe	Salary Cost	Fringe Cost	Cost
HP101				\$0.00	\$0.00	0.00	0.00	0.00
HP102				\$0.00	\$0.00	0.00	0.00	0.00
HP103				\$0.00	\$0.00	0.00	0.00	0.00
HP104				\$0.00	\$0.00	0.00	0.00	0.00
HP105				\$0.00	\$0.00	0.00	0.00	0.00
HP106				\$0.00	\$0.00	0.00	0.00	0.00
HP107				\$0.00	\$0.00	0.00	0.00	0.00
HP108				\$0.00	\$0.00	0.00	0.00	0.00
HP109				\$0.00	\$0.00	0.00	0.00	0.00
HP110				\$0.00	\$0.00	0.00	0.00	0.00
HP111				\$0.00	\$0.00	0.00	0.00	0.00
HP112				\$0.00	\$0.00	0.00	0.00	0.00
HP113				\$0.00	\$0.00	0.00	0.00	0.00
HP114				\$0.00	\$0.00	0.00	0.00	0.00
HP115				\$0.00	\$0.00	0.00	0.00	0.00
	Personnel	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		FTE	Time			Salary	Fringe	Total Personnel
Operating Expenses								
UID	1) Item	2) Capability	3) Objective	4) Cost				
HOE101				\$0.00				
HOE102				\$0.00				
HOE103				\$0.00				
HOE104				\$0.00				
HOE105				\$0.00				
HOE106				\$0.00				
HOE107				\$0.00				

HPP Budget

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HOE108				\$0.00
HOE109				\$0.00
HOE110				\$0.00
HOE111				\$0.00
HOE112				\$0.00
HOE113				\$0.00
HOE114				\$0.00
HOE115				\$0.00
				\$0.00
				Total Operating

HPP Budget

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Equipment (Major)						
UID	1) Item	2) Capability	3) Objective	4) Qty	5) Unit Price	Cost
HE101					\$0.00	0.00
HE102					\$0.00	0.00
HE103					\$0.00	0.00
HE104					\$0.00	0.00
HE105					\$0.00	0.00
HE106					\$0.00	0.00
HE107					\$0.00	0.00
HE108					\$0.00	0.00
HE109					\$0.00	0.00
HE110					\$0.00	0.00
				0.0		\$0.00
						Total Equipment
In State Travel						
UID	1) Travel Name	2) Capability	3) Objective	4) Cost		
HT101				\$0.00		
HT102				\$0.00		
HT103				\$0.00		
HT104				\$0.00		
HT105				\$0.00		
HT106				\$0.00		
HT107				\$0.00		
HT108				\$0.00		
HT109				\$0.00		
HT110				\$0.00		
				\$0.00		
						Total In State T
Out of State Travel						
UID	1) Travel Name	2) Capability	3) Objective	4) Cost		

HPP Budget

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HOST101				\$0.00
HOST102				\$0.00
HOST103				\$0.00
HOST104				\$0.00
HOST105				\$0.00
HOST106				\$0.00
HOST107				\$0.00
HOST108				\$0.00
HOST109				\$0.00
HOST110				\$0.00
				\$0.00
				Total Out of State

HPP Budget

Attachment F

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Subcontracts					
UID	1) Contract Name	2) FTE	3) Capability	4) Objective	5) Cost
HS101					\$0.00
HS102					\$0.00
HS103					\$0.00
HS104					\$0.00
HS105					\$0.00
HS106					\$0.00
HS107					\$0.00
HS108					\$0.00
HS109					\$0.00
HS110					\$0.00
					\$0.00
					Total Subcontr
Other					
UID	1) Software and Licenses	2) Capability	3) Objective	4) Cost	
HO101					\$0.00
HO102					\$0.00
HO103					\$0.00
HO104					\$0.00
HO105					\$0.00
HO106					\$0.00
HO107					\$0.00
HO108					\$0.00
HO109					\$0.00
HO110					\$0.00
					Software and Licenses \$0.00
UID	1) Training and Conference Registrations	2) Capability	3) Objective	4) Cost	
HO131					\$0.00
HO132					\$0.00
HO133					\$0.00

HPP Budget

Attachment F

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HO134				\$0.00
HO135				\$0.00
HO136				\$0.00
HO137				\$0.00
HO138				\$0.00
HO139				\$0.00
HO140				\$0.00
Training and Conference Registrations				\$0.00

HPP Budget

Attachment F

0

1) Training and Exercise Materials		2) Capability	3) Objective	4) Cost
HO161				\$0.00
HO162				\$0.00
HO163				\$0.00
HO164				\$0.00
HO165				\$0.00
HO166				\$0.00
HO167				\$0.00
HO168				\$0.00
HO169				\$0.00
HO170				\$0.00
Training and Exercise Materials				\$0.00
Maintenance Agreements		2) Capability	3) Objective	4) Cost
HO191				\$0.00
HO192				\$0.00
HO193				\$0.00
HO194				\$0.00
HO195				\$0.00
HO196				\$0.00
HO197				\$0.00
HO198				\$0.00
HO199				\$0.00
HO200				\$0.00
Maintenance Agreements				\$0.00
Total Other				\$0.00
Total Direct				\$0.00
Total Indirect				\$0.00
Total				\$0.00

0

Facilities

UID	Facility Name
A	
B	
C	
D	
E	
F	
G	
H	
I	
J	
K	
L	
M	
N	
O	
P	
Q	
R	
S	
T	
U	
V	
W	
X	
Y	
Z	
AA	
AB	
AC	
AD	
AE	
AF	
AG	
AH	
AI	
AJ	
AK	
AL	
AM	
AN	
AO	
AP	
AQ	
AR	
AS	
AT	
AU	

UID	Facility Name
AV	
AW	
AX	
AY	
AZ	
BA	
BB	
BC	
BD	
BE	
BF	
BG	
BH	
BI	
BJ	
BK	
BL	
BM	
BN	
BO	
BP	
BQ	
BR	
BS	
BT	
BU	
BV	
BW	
BX	
BY	
BZ	
CA	
CB	
CC	
CD	
CE	
CF	
CG	
CH	
CI	
CJ	
CK	
CL	
CM	
CN	
CO	
CP	

DRAFT

Pan Flu Budget

Attachment G

1) **Pan Flu**

2) Date:

3) Entity Name:	<input type="text"/>
4) FY 22-23 Allcoation	<input type="text"/>
5) Indirect Cost based on:	<input type="text"/>
6) Personnel Costs Rate:	<input type="text"/>
Direct Costs Rate:	<input type="text"/>

Budget Category	Total	% Allocation
Personnel	\$0.00	0%
Fringe	\$0.00	0%
Operating Expenses	\$0.00	0%
Equipment	\$0.00	0%
In State Travel	\$0.00	0%
Out of State Travel	\$0.00	0%
Subcontracts	\$0.00	0%
Other Costs	\$0.00	0%
Total Direct	\$0.00	0%
Total Indirect Cost	\$0.00	
Total Budget	\$0.00	
Balance	\$0.00	

Pan Flu Budget

Attachment G

0

Personnel							
UID	1) Position and Individual	2) FTE %	3) Time (months)	4) Annual Salary	5) Annual Fringe	Salary Cost	Fringe Cost
FP101				\$0.00	\$0.00	0.00	0.00
FP102				\$0.00	\$0.00	0.00	0.00
FP103				\$0.00	\$0.00	0.00	0.00
FP104				\$0.00	\$0.00	0.00	0.00
FP105				\$0.00	\$0.00	0.00	0.00
FP106				\$0.00	\$0.00	0.00	0.00
FP107				\$0.00	\$0.00	0.00	0.00
FP108				\$0.00	\$0.00	0.00	0.00
FP109				\$0.00	\$0.00	0.00	0.00
FP110				\$0.00	\$0.00	0.00	0.00
FP111				\$0.00	\$0.00	0.00	0.00
FP112				\$0.00	\$0.00	0.00	0.00
FP113				\$0.00	\$0.00	0.00	0.00
FP114				\$0.00	\$0.00	0.00	0.00
FP115				\$0.00	\$0.00	0.00	0.00
	Personnel	0.00 FTE	0.00 Time	\$0.00	\$0.00	\$0.00 Salary	\$0.00 Fringe
Operating Expenses							
UID	1) Item			2) Objective	3) Activity		
FOE101							
FOE102							
FOE103							
FOE104							
FOE105							
FOE106							
FOE107							
FOE108							
FOE109							

0

Equipment (Major)					
UID	1) Item	2) Objective	3) Activity	4) Qty	5) Unit Price
FE101					\$0.00
FE102					\$0.00
FE103					\$0.00
FE104					\$0.00
FE105					\$0.00
FE106					\$0.00
FE107					\$0.00
FE108					\$0.00
FE109					\$0.00
FE110					\$0.00
				0.0	
In State Travel					
UID	1) Travel Name			2) Objective	3) Activity
FT101					
FT102					
FT103					
FT104					
FT105					
FT106					
FT107					
FT108					
FT109					
FT110					

0

Other			
UID	1) Software and Licenses	2) Objective	3) Activity
F0101			
F0102			
F0103			
F0104			
F0105			
F0106			
F0107			
F0108			
F0109			
F0110			
Software and Licenses			
	1) Training and Conference Registrations	2) Objective	3) Activity
F0131			
F0132			
F0133			
F0134			
F0135			
F0136			
F0137			
F0138			
F0139			
F0140			
Training and Conference Registrations			

Pan Flu Budget

0

1) Training and Exercise Materials	2) Objective	3) Activity
F0161		
F0162		
F0163		
F0164		
F0165		
F0166		
F0167		
F0168		
F0169		
F0170		
Training and Exercise Materials		
1) Maintenance Agreements	2) Objective	3) Activity
F0191		
F0192		
F0193		
F0194		
F0195		
F0196		
F0197		
F0198		
F0199		
F0200		
Maintenance Agreements		

Total Direct

Total Indirect

Total

Pan Flu Budget

Attachment G

Cost	6) Budget Justification
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
\$0.00	
Total Equipment	
4) Cost	5) Budget Justification
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
Total In State Travel	

Pan Flu Budget

Attachment G

4) Cost	5) Budget Justification
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
Total Out of State Travel	
5) Cost	6) Budget Justification
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
Total Subcontracts	

Budget Personnel Summary

UID	1) TITLE/NAME	FTE Percentage and Time (Months)											4) Annual Salary (does not include Fringe)	5) Salary Revision (mm/dd/yy)	
		2) PHEP Time (mo)	3) PHEP FTE %	2) LABS Time (mo)	3) LABS FTE %	2) CRI Time (mo)	3) CRI FTE %	2) HPP Time (mo)	3) HPP FTE %	2) Pan Flu Time (mo)	3) Pan Flu FTE %	TOTAL			
PS101													0.00%		
PS102													0.00%		
PS103													0.00%		
PS104													0.00%		
PS105													0.00%		
PS106													0.00%		
PS107													0.00%		
PS108													0.00%		
PS109													0.00%		
PS110													0.00%		
PS111													0.00%		
PS112													0.00%		
PS113													0.00%		
PS114													0.00%		
PS115													0.00%		
PS116													0.00%		
PS117													0.00%		
PS118													0.00%		
PS119													0.00%		
PS120													0.00%		
Totals			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		

Total PHEP Total HPP Total Pan Flu
↓ ↓ ↓

EPO Use Only	0.00%	0.00%	0.00%
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Local Entity Contact Information

Local Entity Name	
--------------------------	--

Pandemic Influenza (Pan Flu)				
Pan Flu Positions	Name	Address	Telephone Number	E-mail Address
Pandemic Influenza Coordinator				
Fiscal Contact				

Public Health Emergency Preparedness (PHEP)				
PHEP Positions	Name	Address	Telephone Number	E-mail Address
Health Officer				
Health Executive				
PHEP Coordinator				
SNS Coordinator				
Epidemiologist				
MHOAC (Primary)				
MHOAC (Alternate)				
Lab Director				
Lab Emergency Contact				
CAHAN Coordinator (Primary)				
CAHAN Coordinator (Alternate)				
Statewide Exercise Coordinator				
Fiscal Contact				
Public Information Officer (PIO)				

Hospital Preparedness Program	
HCC Name	
HCC County(ies)	

HPP Positions	Name	Address	Telephone Number	E-mail Address
HPP Coordinator				
Coalition Coordinator				
LEMSA Coordinator				
MHOAC (Primary)				
MHOAC (Alternate)				
CAHAN Coordinator (Primary)				
CAHAN Coordinator (Alternate)				
Statewide Exercise Coordinator				
Fiscal Contact				
DHV Coordinator				

Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal
Government
Agency Name

Remit-To
Address (Street
or PO Box)

City: _____ State: _____ Zip Code+4: _____

Government Type: City County
 Special District Federal
 Other (Specify) _____

Federal Employer Identification Number (FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	

Contact Person Title

Phone number E-mail address

Signature Date

California Department of Public Health
Emergency Preparedness Office (EPO)
Corrective Action Plan (CAP) Preparation Instructions

General Instructions: The instructions below have been prepared to assist you in developing your Corrective Action Plan (CAP) for the findings that were made during your Audit. The Final Audit Report was issued to you by the California Department of Public Health, Office of Compliance--Grant Compliance Unit (GCU), which disclosed findings that require corrective action and were stated in terms of "recommendations" by the auditor(s) in the Final Audit Report. These preparation instructions will apply both to the Hospital Preparedness (HPP) and the Public Health Emergency Preparedness (PHEP) Program audits. Each audit finding must be addressed separately.

Your CAP must be prepared and completed using the Final Audit Report. List all findings made using the CAP template provided in this document. The draft CAP must be submitted to EPO for review and approval no later than thirty (30) days after receipt of the CAP template and instructions. Audit findings must be resolved no later than six (6) months after receiving the Final Audit Report. Extensions to this deadline may be granted by your Contract Manager on a case-by-case basis.

CAP Template Completion Instructions :

Upon receipt of these instructions and template, it is recommended that you save a copy of the template to your hard-drive to simplify preparation and for future reference.

COUNTY: (insert County name)

Implementation Schedule Date: Enter the date, month, and year you intend to "activate" CAP activities. Please keep in mind that all activities must be completed/resolved within six (6) months from the date the Final Audit Report was issued. This date may be an estimate of the date of implementation.

Program (PHEP/HPP): A CAP must be prepared for each audited program that had fiscal findings. Please note a separate CAP is required for each audited program; this template includes a tab for each program.

Audit Period FY: Indicate the fiscal year for which the audit was conducted. If the audit included a grant period that was extended, the fiscal year should be displayed as follows: FY 2018/19-20. The month and date are not required in this block.

Contact Information: Enter current contact information for the person who is responsible for tracking CAP activities.

Audit Information: Complete the first three (3) columns using the information within the Final Audit Report. Once those columns have been finalized, you will then complete the remaining columns to ensure that your CAP will not be returned as incomplete. If you are unable to locate the Final Audit Report, you may contact your Contract Manager and request an additional copy.

Audit Category: Listed as the sub-header for each finding, such as "Finding #1 -Sub-contract not provided to CDPH," "Finding #2 -Trust Fund", "Finding #3 -.....," etc. These sub-headers are listed in the report's "Executive Summary" and as the sub-headers in the "Findings and Recommendations" section of the Audit Report. For each finding that includes an auditor recommendation, place this sub-heading in the "Audit Category" column exactly as indicated in the Final Audit Report.

Finding: For each finding that includes an auditor recommendation, summarize the auditor's discussion in this section. In summarizing, do not change the context of the finding, but briefly discuss the auditor's disclosure of the finding. At the end of the discussion, provide the page number in the Final Audit Report where the finding is listed. Copying the "Condition" of the report finding will suffice as a summary for the CAP Finding.

Audit Recommendation: Each finding that requires corrective action will include an auditor recommendation for resolution indicated by an underlined sub-heading entitled "Recommendation" for each finding of the report. Summarize this recommendation as appropriate and place the summary in the "Audit Recommendation" block. Generally, copying the "Recommendation" of each report finding is the easiest and most accurate answer for the CAP's "Audit Recommendation" column.

Corrective Action Taken: The County must provide a detailed, yet concise discussion of the intended action(s) either planned, underway, or completed to resolve this specific finding. The discussion must differentiate between actions completed, contemplated, or not completed. Additionally, the County must provide a clear discussion regarding the measures taken to assure that this finding will not recur in the future with subsequent CDPH/EPO-funded programs/grants. Source and/or confirming documentation must be maintained and made available upon CDPH/EPO and CDPH/GCU request.

Estimated Completion Date: Insert the date the County anticipates this specific finding will be resolved. The date should be realistic and flexible as it reflects how difficult or less so it is to resolve the finding. Extensions of this estimated completion date may be requested through the County's EPO Contract Manager. Approvals will be determined on a case-by-case basis. EPO determinations are final.

Actual Completion Date: Insert the date the finding has been resolved. This block is left empty until an updated CAP is submitted to the EPO Contract Manager for review and approval. This block is only completed once and within the allotted six-month audit resolution period. Assure source documentation is maintained on each finding to confirm that the finding has been resolved. In order for the CAP to be accepted as complete, there must be a completion date.

Finding Resolved (Yes/No): This block reflects whether the finding has been completely resolved or not; future updates will be required until the finding is resolved. "Yes" is meant to convey that the finding has been resolved within the estimated or actual completion date. A "No" response conveys that the finding remains an open item within the County's CAP and further reporting will be required. Any additional time needed to resolve and report efforts of resolving the finding must be requested in writing to the EPO Contract Manager representing the County's region.

Reporting Requirements for Unresolved Audit Findings: Counties with unresolved audit findings must use this CAP template to provide written audit resolution updates to CDPH/EPO Contract Managers during scheduled mid-year and year-end reporting periods. In some instances, these reporting requirements may be sooner, depending on the County's due date for the mid-year and year-end progress reports. Should there be a variance between required program reporting and CAP updates, consult with your Contract Manager concerning a modified update reporting schedule. This reporting requirement will become an additional reporting requirement for future CDC and HPP grant award periods. All audit findings are reportable activities until the finding is resolved.

Submission of CAPs for Review and Approval: CAPs will be submitted via email to your CDPH/EPO Contract Manager - Local Emergency Preparedness Section.

Please direct all questions regarding the CAP to your Contract Manager

INVENTORY DISPOSAL SCHEDULE <i>(See Reverse for Instructions)</i> <i>(See FAR 52.245 - I (j))</i>	1. TYPE <i>(Check block(s) where applicable)</i> <input type="checkbox"/> TERMINATION INVENTORY <input type="checkbox"/> FINAL SCHEDULE	2. SCHEDULE REFERENCE NUMBER	PAGE NUMBER	NUMBER OF PAGES	OMB Control Number: 9000-0075 Expiration Date: 4/30/2022
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Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0075. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

3. PRIME CONTRACT NUMBER	4. SUBCONTRACTOR/PURCHASE ORDER NUMBER	5. CONTRACT TYPE	6. TERM DOCKET NUMBER	7. TOTAL LINE ITEMS	8. TOTAL ACQUISITION COST
9a. CAGE CODE	9b. PRIME CONTRACTOR <i>(Point of Contact)</i>		10a. CAGE CODE	10b. SUBCONTRACTOR <i>(Point of Contact)</i>	
9c. STREET ADDRESS			10c. STREET ADDRESS		
9d. CITY, STATE, AND ZIP CODE			10d. CITY, STATE, AND ZIP CODE		
11a. LOCATION OF PROPERTY		11b. POINT OF CONTACT FOR PROPERTY		12. PRODUCT COVERED BY CONTRACT/ORDER	

13. ITEM NUMBER	14. ITEM DESCRIPTION	15. GOVERNMENT FURNISHED/ CONTRACTOR ACQUIRED	16. DML (DEMILITARIZATION) CODE	17. PROPERTY CLASSIFICATION	18. GOVERNMENT PART OR DRAWING NUMBER AND REVISION NUMBER	19. CONDITION CODE	20. QUANTITY	21. UNIT OF MEASURE	22. COST		23. CONTRACTOR'S OFFER
									UNIT (a)	TOTAL (b)	

24a. SIGNATURE OF CONTRACTOR SUBMITTING SCHEDULE	24b. NAME OF CONTRACTOR SUBMITTING SCHEDULE	24c. TITLE	24d. DATE
--	---	------------	-----------

INSTRUCTIONS

The Contractor shall submit all schedules to the Plant Clearance Officer.

Manual submissions. Prepare a separate schedule for items in each property classification (block 17) and a separate schedule for scrap. Submit an original and 2 copies of each scrap schedule and continuation sheet (SF 1429). For other schedules, an original and 7 copies are required.

Electronic submissions. Group all items of the same property classification. Submit separate schedules for scrap.

General instructions.

BLOCKS 1, 2 & 4 - Self-explanatory.

BLOCK 3 - PRIME CONTRACT NO. (For contract modifications and BOAs). If the property applies solely to one contract modification indicate the modification number after the contract number. For task orders and orders under basic ordering agreements, enter the contract number or BOA number followed by the order number under which the property is accountable.

BLOCK 5 - CONTRACT TYPE. Use one of the following codes:

- J - Fixed-Price
- O - Other
- S - Cost-Reimbursement
- Y - Time-and-Material
- Z - Labor-Hour
- 9 - Task Order Contracts and Orders under Basic Ordering Agreements (BOAs)

BLOCKS 6 - 8 - Self-explanatory.

BLOCKS 9a and 10a - CAGE CODE. Enter the Commercial and Government Entity code when applicable.

BLOCKS 9b-d, 10b-d, and 11a-13 - Self-explanatory.

BLOCK 14 - ITEM DESCRIPTION. Describe each item in sufficient detail to permit the Government to determine its appropriate disposition. Scrap may be described as a lot including metal content, estimated weight and estimated acquisition cost. For all other property, provide the information required by FAR 52.245 - 1 (f)(1)(iii). List the national stock number (NSN) first. For the following, also provide:

- Special tooling and special test equipment.** Identify each part number with which the item is used.
- Computers, components thereof, peripheral and related equipment.** The manufacturer's name, model and serial number, and date manufactured.
- Work in process.** The estimated percentage of completion.
- Precious metals.** The metal type and estimated weight.
- Hazardous material or property contaminated with hazardous material.** The type of hazardous material.

Metals in mill product form. The form, shape, treatments, hardness, temper, specification (commercial or Government), and dimensions (thickness, width, and length).

BLOCK 15 - GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED. Per line item, enter one of the following:

- GF - Government furnished
- CA - Contractor acquired

BLOCK 16 - DML CODE. (Demilitarization code). If applicable, enter the code specified in DoD 4160.21-M-1.

BLOCK 17 - PROPERTY CLASSIFICATION. Use one of the following classifications for each line item:

- EQ - Equipment
- M - Material
- STE - Special test equipment
- ST - Special tooling

In addition, when applicable, list one of the following sub classifications for each line item below the property classification:

- COM - Computers, peripherals, etc.
- AAE - Arms, ammunition and explosives
- PMI - Precious metals
- HAZ - Hazardous materials
- ME - Metals in mill product form
- WIP - Work in process
- CL - Classified

BLOCK 18 - Self-Explanatory.

BLOCK 19 - CONDITION CODE. Assign one of the following codes to each item:

- Code 1.** Property which is in new condition or unused condition and can be used immediately without modifications or repairs.
- Code 4.** Property which shows some wear, but can be used without significant repair.
- Code 7.** Property which is unusable in its current condition but can be economically repaired.
- Code X.** Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
- Code S.** Property has no value except for its basic material content.

BLOCKS 20 - 22 - Self-explanatory.

BLOCK 23 - CONTRACTOR'S OFFER. The Contractor's offer to purchase the item if it survives screening.

Laboratory Training and Assistance Application

Laboratory training and assistance awards for Public Health Emergency Preparedness (PHEP) must be submitted to CDPH Emergency Preparedness Office (EPO) by **May 20, 2022** via email to LHBTProg@cdph.ca.gov cc: katya.ledin@cdph.ca.gov and CAPHLD.documents@gmail.com. EPO, in conjunction with the California Association of Public Health Laboratory Directors Executive Committee (CAPHLD EC) and the Office of the State Public Health Laboratory Director (OSPHLD) shall process all received applications. The CAPHLD EC recommendations for funding will be made to EPO who administer the agreement and funding for this award.

There is \$406,500 available in laboratory (lab) training awards to Local Health Department (LHD) Reference and Sentinel Labs for training of Public Health Microbiologists (PHM). Refer to Funding Guidance for a list of labs. The funding available breaks down as follows:

- Lab Training Funds of \$30,000 each, only 12 available
- Lab Training Assistance of \$15,500 each, only 3 available

Lab Training Funds

This funding is in support of PHM trainees and limited training supplies. The application criteria are:

- Each LHD lab's trainee applicant must be approved by CDPH Laboratory Field Services (LFS)
- The applicant LHD lab must be approved by CDPH LFS for PHM training, and
- The LHD lab providing the PHM training and applying for the funds must provide a training schedule that is within the Federal budgeting cycle of July 1, 2022 to June 30, 2023.

Applying

To apply for the Lab Training Funds complete and submit the documents below to the Emergency Preparedness Office (EPO) via email to LHBTProg@cdph.ca.gov cc: katya.ledin@cdph.ca.gov and CAPHLD.documents@gmail.com.

The email must contain the following:

Email Subject: County Name FY22-23 PHEP Application – Lab Training & Assistance

Attachments:

1. Letter to EPO – see page 3, complete highlighted text
2. Current Public Health Microbiologist Trainee certificate/license, or LFS Trainee Support Letter – see example page 4, LFS completes

3. Training Schedule – LHD document

Awards

Notification of Lab Training funds award approval will be sent to the LHD and LHD Lab. If the number of applications exceeds the number of awards, CAPHLD EC will make a recommendation to EPO based on the number of funds requested, lab needs, participation in training with other approved labs and history of successful training.

Lab Training Assistance

This funding is to assist with PHM training and may be used to backfill local staff released for training PHM or to hire experts to do PHM training and for materials and supplies needed for PHM training. The application criteria are:

- The applicant LHD lab must have at least one PHM Lab Training funds applicant,
- The applicant LHD lab must be approved by CDPH LFS for PHM training,
- The applicant LHD lab must have an agreement with at least two other approved labs to participate jointly in PHM training,
- The applicant LHD lab must submit the attached lab PHM Lab Training Funds application.

Applying

To apply for Lab Training Assistance the LHD lab must be applying for Lab Training funds and complete and submit the documents below to the Emergency Preparedness Office (EPO) via email to LHBTProg@cdph.ca.gov cc: katya.ledin@cdph.ca.gov, and CAPHLD.documents@gmail.com.

The email must contain the following:

Email Subject: County Name FY 22-23 PHEP Application – Lab Training & Assistance

Attachments:

1. Complete steps 1 - 3 of the Lab Training Funds application
2. Two Support Letters (minimum) – see example page 5, complete highlighted text

Awards

Notification of Lab Training Assistance award approval will be sent to the LHD and LHD Lab. If the number of applications exceeds the number of awards, CAPHLD EC will make a recommendation to EPO based on the number of funds requested, lab needs, participation in training with other approved labs and history of successful training.

Applicant LHD Letter Head

Date

Department of Public Health
Emergency Preparedness Office
Attention: Local Emergency Preparedness Section
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR LABORATORY TRAINING FUNDS

This is our formal request for **one** laboratory training grant award in the amount of **\$30,000** for a Public Health Microbiologist trainee. The name of the trainee is **trainee First & Last name**; who is qualified and interested in the position.

The training will be conducted in the **LHD Name** LHD Public Health Laboratory from **Month Date, Year** to **Month Date, Year**.

Enclosed with this letter is the Laboratory Field Services (LFS) approval letter or current Public Health Microbiologist Trainee (PMT) certificate/license for our proposed trainee, and a tentative training schedule is attached with this application.

Sincerely,

First & Last Name

Title (Laboratory Manager/Director, Assistant Director or Bioterrorism Coordinator

LHD Name LHD Department of Public Health

Address 1

Address 2

City, State Zip

encl.

Cc:

LHD Emergency Preparedness Coordinator(s)

LHD Health Officer (optional)

EXAMPLE

Will be on CDPH Letter Head

Date

Trainee First & Last Name

Trainee Address 1

Trainee Address 2

Trainee City, State Zip

RE: PUBLIC HEALTH MICROBIOLOGIST TRAINEE SUPPORT LETTER

FROM: LABORATORY FIELD SERVICES

- You have been approved as a Public Health Microbiologist Trainee.
- You will need 26 weeks of training in an approved public health training laboratory.
- You may qualify for some reduction of the 26 weeks training period based upon your clinical laboratory experience when verified. Specific evaluation of your experienced will be made if you are being considered for an appointment to a training program.
- You should make copies of this letter and forward a copy, along with a cover letter and your resume, to the approved public health training laboratories where you may wish to apply for a trainee position.
- Before we can approve your application to take the certification examination, it must be determined that your experience is at least equivalent to the required training for admission to this examination. We will be contacting your current and former employers to ascertain the nature and extent of your laboratory experience.
- You have been approved to take the state examination for certification as a Public Health Microbiologist.
- You have been issued a temporary certificate. It is valid until the date of expiration which appears on the certificates upper left corner or until the results of the examination are known.
- The temporary certification becomes in valid should you fail the examination.
- The next scheduled state examination for certification as a Public Health Microbiologist will be held as listed in the enclosed schedule.
- Enclosures.

SAMPLE Support LHD(s) Letter Head

Date

Department of Public Health
Emergency Preparedness Office
Attention: Local Emergency Preparedness Section
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

RE: SUPPORT LETTER FOR LABORATORY TRAINING ASSISTANCE

This letter is our formal support of the **Applying LHD Name** LHD Public Health Laboratory's Public Health Microbiologist training. **Applying LHD Name** LHD Public Health Laboratory is one of the laboratories involved in the joint training and has a dedicated history of training microbiologists. We continue to support the Public Health Microbiologist (PHM) training programs of our partners which play an important role in alleviating the shortage of PHMs in the State of California. This training helps maintain staff competency and laboratory capabilities and keep up with advances in the field of public health microbiology.

Sincerely,

First & Last Name

Title (Laboratory Manager/Director, Assistant Director or Bioterrorism Coordinator)

LHD Name LHD Department of Public Health

Address 1

Address 2

City, State Zip

Exhibit E
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:

Exhibit E
Additional Provisions

- 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.
 - 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.

Exhibit E
Additional Provisions

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.

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).

Exhibit E
Additional Provisions

- 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 F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

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

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded 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. 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.

6. 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.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee 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.

8. Audit and Record Retention

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

- a. The Grantee 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 Grantee'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. Grantee agrees that CDPH, 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. 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, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee 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.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, 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.

Attachment 1

**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

Crystal Hommerding
Printed Name of Person Signing for Grantee

22-10652
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
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX |

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.</p>	
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ _____</p>		
<p>6. Federal Department/Agency _____</p>	<p>7. Federal Program Name/Description: _____ _____</p>		
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: _____</p>		
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____ _____</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI): _____ _____</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: _____ 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

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

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

(B) Budget Transfer:

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Public Health Emergency Preparation	Health Realignment	100000	417400/ 407400	85002	\$956
General	Public Health Emergency Preparation	Health Realignment	100000	417400/ 407500	85002	\$5
General	Public Health Emergency Preparation	Federal Aid-CDC HPP	100000	417400/ 407600	86039	\$18
TOTAL						\$979

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Public Health Emergency Preparation	Federal Aid-CDC	100000	417400/ 407400	86038	\$956
General	Public Health Emergency Preparation	Federal Aid-CDC	100000	417400/ 407500	86038	\$5
General	Public Health Emergency Preparation	Health Realignment	100000	417400/ 407600	85002	\$18
TOTAL						\$979

Explanation: To transfer budgeted revenue between Health Realignment and Federal Aid to balance accounts to the California Department of Public Health FY 2022-23 allocations under Public Health Emergency Preparation budget unit 417400.

417400-407400 Public Health Emergency Preparedness = \$189,175

417400-407500 Pan Flu = \$65,025

417400-407600 Hospital Preparedness Program = \$65,025

Auditor Approval _____ Department Head 

CAO Approval _____ Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 20, 2022

SUBMITTED BY: Department of Public Health –Rose Mary Rahn

SUBJECT: NOVEL CORONAVIRUS 2019/MONKEYPOX/WEST NILE VIRUS COUNTY
UPDATES

SUMMARY:

Overview:

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

Recommendation:

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

Fiscal Impact:

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

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOVEL CORONAVIRUS 2019/MONKEYPOX/WEST NILE VIRUS COUNTY UPDATES

December 20, 2022

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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. Monkeypox (MPX) cases statewide have reduced and vaccinations are being offered to High Risk individuals and close contacts of cases. 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 COVID-19 update was adjusted to every two weeks to the Board on County related activities and response.