

Board Members

Joe Neves, District 1
Richard Valle, District 2, Chairman
Doug Verboon, District 3, Vice Chairman
Rusty Robinson, District 4
Richard Fagundes, District 5



Staff

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

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, January 10, 2023
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=mab1a8163669644d56d7127bcb1ff463b>

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/MzvVSJpAQAA>

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

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

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



II. UNSCHEDULED APPEARANCES

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

III. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for January 3, 2023.
- B. Approval of the minutes from the regular meeting for January 3, 2023.

IV. CONSENT CALENDAR

A. Department of Finance:

- 1. Consider approving the Agreement with MGT of America, Inc. to provide State Mandated Program claims assistance and preparation for Fiscal Year 2021-2022 through Fiscal Year 2023-2024.

B. Human Services Agency:

- 1. Consider approving the Agreement with the University of California, Davis, for the purpose of Eligibility Services, Supportive Services, Employment Services, Adult Protective Services, and Child Welfare Worker trainings, effective January 10, 2023, through January 9, 2024.

C. Information Technology Department:

- 1. Consider approving the Agreement with Okta for multi-factor authentication and single sign on services.

D. Public Health Department:

- 1. Consider approving the amendment to Agreement 22-195 between the County and the California Department of Public Health to include the Contractor Certification Clause 04/2017 and Department of General Services Office of Legal Services 04 forms and the terms contained therein.
- 2. Consider approving the amendment to Agreement 18-10871 between the County and the California Department of Public Health to provide support services to people in Kings County with Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome.

E. Sheriff's Office:

- 1.
 - a. Consider authorizing the Sheriff's Office to allow the Deputy Sheriffs' Association to purchase the service handgun for Deputy Sheriff Jerry Blackburn;
 - b. Approve the purchase of a Glock handgun as replacement;
 - c. Adopt the budget change. **(4/5 vote required)**

F. Administration:

- 1. Consider approving the Agreement with the Corcoran Cemetery District for American Rescue Plan Act relief funding.

V. REGULAR AGENDA ITEMS

A. Administration – Edward Hill

Chemical Waste Management – Bob Henry

- 1. Consider accepting the report from Chemical Waste Management.

B. Department of Finance – Jim Erb

- 1. Consider adopting the budget adjustment from contingencies to cover the actual loss of \$84,988.

C. Public Works Department – Dominic Tyburski/Mitchel Cabrera

- 1. Consider approving the Notice of Completion for the Senate Bill -1 FY 21-22 Funded Kings County Roadway Improvement Project to provide notice to interested parties that the work has been completed.



VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII. CLOSED SESSION

- ◆ **Significant exposure to litigation: (1 Case)**
[Govt. Code Section 54956.9 (d)(2)(e)(4)]
- ◆ **Personnel Matter: Public Employee Discipline/Dismissal/Release**
[Govt. Code Section 54957]

VIII. ADJOURNMENT

The Regular Meeting for the Board of Supervisors for Tuesday, January 17, 2023 has been canceled due to the observance of Martin Luther King Jr. Holiday on January 16.

The next regularly scheduled meeting will be held Tuesday, January 24, 2023 at 9:00 AM.

IX. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

X. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

FUTURE MEETINGS AND EVENTS

January 17	--	Regular Meeting Canceled due to Martin Luther King Jr. Holiday on January 16
January 24	9:00 AM	Regular Meeting
January 31	9:00 AM	Regular Meeting
February 7	9:00 AM	Regular Meeting

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

Board Members

Joe Neves, District 1
Richard Valle, District 2 - Chairman
Doug Verboon, District 3 – Vice-Chairman
Rusty Robinson, District 4
Richard Fagundes, District 5



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, January 3, 2023
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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



II.

BOARD REORGANIZATION

Clerk of the Board/Chairman of the Board

- A. The Office of Chairman of the Board of Supervisors is declared vacant and a call for nomination is made.

On a motion by Supervisor Verboon, seconded by Supervisor Neves, the Board elected Supervisor Valle as Chairman for 2023 and closed the nominations. (DV, JN, RR, RF, RV-Aye)

- B. The Office of Vice-Chairman of the Board of Supervisors is declared vacant and a call for nominations is made.

On a motion by Supervisor Fagundes, seconded by Supervisor Robinson, the Board elected Supervisor Verboon as Vice-Chairman for 2023 and closed the nominations. (RF, RR, DV, JN, RV-Aye)

III.

UNSCHEDULED APPEARANCES

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

Andreas Borgeas, Fresno County resident read a letter into the record regarding his concerns with the Kings County Registrar of Voters processes of the requested recount for the David Shepard for Senate race and indicated they should not have to resort to litigation over their concerns.

David Shepard, Tulare County resident read portions of a letter into the record regarding his concerns with the Kings County Registrar of Voters processing of his recount request for the California Senate District 16 race.

Lupe Villa, Kings County Registrar of Voters gave an update on the recount process being conducted in Kings County by his staff for the California Senate District 16 race and answered questions from the Board of Supervisors

Catherine Venturella, Clerk of the Board stated that the Board members received a copy of the letters from Mr. Borgeas and Mr. Shepard will become part of the permanent record of today's minutes.

IV.

APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for December 20, 2022.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at the December 20, 2022 meeting.

- B. Approval of the minutes from the regular meeting for December 20, 2022.

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

V.

CONSENT CALENDAR

- A. **Human Resources Department:**

1. Information Only - Competition for the Assistant District Attorney positions have been suspended by the Human Resources Director, and Thom Snyder and Cindy Underwood appointed to the Assistant District Attorney positions effective today, January 3, 2023 (Pay Period 01-2023).

- B. **Administration:**

1. Consider appointing one new member and reappoint one member to the San Joaquin Valley Air Pollution Control District Citizens Advisory Committee.

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



VI.

REGULAR AGENDA ITEMS

A. Information Technology Department – John Devlin

1. Consider approving the Agreement with Okta for multi-factor authentication and single sign on services. [AGMT 23-001]

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

B. Administration – Edward Hill/Kyria Martinez

1. Consider setting the Salary of the new District Attorney, Sarah Hacker, to be effective January 2, 2023 at 12 o'clock noon, the date she will be sworn into office.

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

2. Consider approving the 2023 Board and Committee Assignments.

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

VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that he wrapped up the Santa visits for 2022.

Supervisor Fagundes welcomed Supervisor Robinson to the Board and stated that he is looking forward to moving on with the New Year.

Supervisor Verboon stated that he had a quite Holiday and welcomed Supervisor Robinson to the Board and Sarah Hacker to the District Attorney's Office and stated that he hopes for a prosperous New Year and gave thanks for the recent rainfall.

Supervisor Robinson thanked the citizens of District 4 for their support to allow him to serve them and work hard, listen, and stay informed. He thanked his wife Theresa and son Patrick for their help on his campaign, thanked the Board of Supervisors and County staff for their inclusiveness towards him.

Supervisor Valle stated that he is looking forward to 2023 being a good year and stated that the Corcoran Veteran's Memorial Park will tentatively be dedicated in April 2023 and he will advise as the date gets finalized to invite everyone.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Edward Hill stated that Kings County Behavioral Health is hosting a Family Member Support Group on Tuesday, January 3, 2023 from 5:30 p.m. – 7:30 p.m. at 460 Kings County Drive, Ste. 101 in Hanford. They will be providing support to families and others. There will be a lite meal provided and interpreter services will be provided upon request. The Rotary Club of Hanford will host its 45th Annual Crab Feed Fundraiser on Saturday, February 4, 2023 at the Hanford Civic Auditorium. Tickets are \$100. There are also various sponsorship opportunities available ranging from \$1,000 to \$5,000.**
- ◆ Information on Future Agenda Items: **Edward Hill stated the following items would be on a future agenda: Administration - quarterly update from Waste Management and American Rescue Plan Act Cemetery District Agreement; Department of Finance - Agreement with MGT of America, Inc. for consulting services on State Mandated claims; Human Services Agency - Contract with University of California Davis, Transitional Housing Program application Resolution, Housing Navigators Program Round 2 application Resolution, and THP Round 4 & HNMP Round 1 application Resolution; Public Health - DIS Workforce Development Grant and HIV Care Agreement Amendment; Public Works - Fiscal Year 21/22 Senate Bill-1 funded Kings County Roadway Improvement Project Notice of Completion; Sheriff's Office - Firearms Purchase.**



VIII. 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

IX. ADJOURNMENT

The next regularly scheduled meeting will be held Tuesday, January 10, 2023 at 9:00 AM.

FUTURE MEETINGS AND EVENTS

January 10	9:00 AM	Regular Meeting
January 11, 12, 13	9:00 AM	Board of Equalization – Leprino Foods Hearing
January 17	--	Regular Meeting Canceled due to Martin Luther King Jr. Holiday on January 16
January 24	9:00 AM	Regular Meeting
January 31	9:00 AM	Regular Meeting

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Chairman and Supervisors,

Thank you for allowing me a few minutes to explain a serious situation with the Registrar of Kings County. A situation that has enormous consequences well beyond a race for the California State Senate, but one that reaches the foundations of County institution and legal fairness in the democratic process.

As a former Fresno County Supervisor, I thought your Board might appreciate a brief reference to the laws that control the recounting of ballots. Both the California Elections Code and the Secretary of State Regulations require a legal presumption that the signature on the Mail in Ballot is the voter's signature (EC 3019(a)(2)(A) & (S/State Regulation 20960)).

It is a legal presumption that must be overcome before a voter may have his/her ballot excluded from the count. An exact match, therefore, is specifically not required by law. Instead, similar characteristics in signature are sufficient to determine a signature's validity (EC 3019(a)(2)(B)).

Further, the Elections Code and Elections Regulations provide the Registrar must consider certain discrepancies, such as initials, shortened or rearranged names, stylistic changes, age-related penmanship, handwriting surfaces, and hastily written signatures, just to mention some.

Here, the Kings County Registrar could not have complied with the mandatory review criteria imposed by the Secretary of State. Last Tuesday the relevant parties convened and were presented with approximately 150 mail-in ballots involving signatures. With an average time of less than ten seconds, both parties were forced to examine, consider, and render a decision on whether to challenge a particular ballot. Thereafter, despite numerous objections by both parties, the Registrar forced the parties to address the approximately 29 challenged ballots in the same egregiously fast process to which verdicts were rendered by the Registrar without providing rationale, reasoning, or criteria used to reach a decision.

In short, 150 ballots and then an additional 29 challenged ballots were dispatched by the Registrar in a record time of approximately 1 hour and 45 minutes. To put this in perspective, that means the Registrar allotted approximately 49 seconds for a complete determination of approximately 179 separate matters, including the physical processing time of each ballot review, each ballot challenge and counter-argument, and a written verdict.

Contrast this with Fresno, Tulare, and Kings Counties where only a mere fraction of challenged ballots were determined in a similar amount of time. Under these circumstances, it is clear the Registrar could not have complied with the mandatory review criteria imposed by the Secretary of State, and consequently deprived the parties of their legal right to meaningfully review the ballots in question.

It is also clear the Registrar lacked basic knowledge of California recount law. First, there was no apparent presumption by the Registrar that the signature on the mailed ballot was the voter's signature. The Registrar's operational premise instead likely reversed the presumption – that each ballot was presumptively invalid rather than valid.

Second, the Registrar categorically denied a number of challenged ballots because initials were used or names were in a different sequence, in direct violation of State Regulation 20960. Thirdly, the Registrar categorically disallowed Hurtado's Team from challenging any ballot. It was only until lawyers for the Hurtado team organized an effort to convince County Counsel that the Registrar was clearly in violation of the Elections Code that they were permitted to levy challenges.

Finally, the Registrar forced me to sign an illegal document that attempted to override Shepard's formal recount parameters as a precondition to proceeding with specific recount activities. Under these circumstances, it is clear the Registrar of Kings County lacked basic knowledge of recount law to the material detriment of the recount process.

Finally, the Registrar is disenfranchising the vote in Kings County. The Shepard team has no knowledge of how these voters voted in the Senate race, as the ballots remain unopened. So, this is not an effort to rehabilitate only favorable votes. But to disallow votes under the processes in place conflicts with the basic tenets of election law and plain fairness to both candidates.

My respectful request to you is that you encourage the Registrar, in the most appropriate ways, to allow for these specific ballots to be lawfully processed. The recount cannot be deemed complete by Kings County without this remedy, to which we are seeking your assistance.

In fact, I would extend an invitation to every member of this Board to attend a secondary review and ensure firsthand that it is conducted fairly and legally. There should be no need for the Shepard Campaign to resort to litigation when Kings County has an opportunity to correct glaring mistake at this very time.

Thank you in advance for your consideration.

— Andreas Borgeas

David Shepard
Candidate for State Senate District 16
01-03-2023

Official Complaint to Kings County

Thank you, Kings County Supervisors, for your continued service to Kings County and the constituents of State Senate District 16. My name is David Shepard and I am submitting this more extensive complaint on behalf of the voters of Kings County and my campaign for State Senate. Most of you know my race for State Senate in District 16 between incumbent State Senator Melissa Hurtado and I came down to a difference of 22 votes out of 136,000 ballots cast. With the margin of my race being historically close I took the arduous and expensive path of filing for a recount, as even the smallest of errors could be consequential in determining the outcome of the race.

I believe it necessary to bring to light the conduct of the Registrar of Voters in Kings County, and the subsequent negative impact that has resulted to the voters of Kings County and my campaign. It is my belief that the combative and adversarial nature by which Kings County Registrar of Voters has taken toward my campaign has resulted in a rushed recount process and could result in detrimental outcome for the voters of Kings County.

On December 9th following a joint press release put out by State Senator Brian Jones and State Senator Scott Wilk calling on the State Senate to hold off the swearing in for Senate District 16, the Kings County Registrar of Voters, Mr. Villa, took personal offense to a small section of the release that stated that there were reports of a handful of uncounted ballots in Kings County. Mr. Villa took it upon himself to contact the Communications Director for Senator Jones Nina Krishel, in which he proceeded to interrogate Mrs. Krishel on how their office received the information regarding their press release. From Mrs. Krishel's perspective, Mr. Villa's defensive disposition of the Kings County Elections office was further implied to be "threatening to hurt Senator's Jones's reputation in the press." (*See Exhibit A for Mrs. Nina Krishel's written statement.*) Mr. Villa did in fact speak to the press regarding the joint press release in which reporter for the GV Wire David Taub describes Mr. Villa as "incensed".

December 27th was the first day of the recount in Kings County. Representatives of both campaigns and the ROV were present in the review of around 150 unprocessed ballots due to signature mismatches. Representatives of my campaign reported that the Kings County ROV held an expedited review of signature mismatches and did not give adequate time for either campaign or have our challenges contemplated. This resulted in no challenges being accepted by either campaigns. (*See Exhibit B for Fmr. State Senator Andreas Borgeas written statement.*) We have reviewed and challenged ballots in every other county in District 16 and in no other county have we not been able to have our challenges contemplated and extensively reviewed by all parties. King's County ROV only provided one hour and forty-five minutes to review around 150 ballots that had been disqualified. This hastily conducted review not only disenfranchises voters but also leaves compelling evidence that Kings County will not have provided an equitable recount in comparison to every other county in Senate District 16.

My campaign has faced substantial combativeness and difficulty from the ROV as well as the ROV's counsel Susan Fisher regarding an array of various issues. Initially, my campaign sent the same request to every county in SD 16 regarding the request for a recount. Every county in SD16 understood our campaigns request for a manual review of ballots in specific precincts, damaged ballots, discarded ballots, and a machine recount for the rest of remaining ballots in the county. (See Exhibit C for Official Request for Recount) Every county understood this request except for Kings County ROV and county counsel. On December 28th, my campaign was informed that Kings County would be increasing the daily rates following their misunderstanding of our request of a machine recount. (Exhibit D email from Lupe Villa)

*“Additionally, the change in mode of recount has had a significant impact on the daily and overall cost of the recount for SD 16. Attached is a revised ESTIMATED RECOUNT COST, that includes the expected payment of \$7451.41, to be paid with **CASHIER’S CHECK ONLY** by **9:00 a.m. on Thursday, December 29, 2022**, no exception 9:00 a.m. means 9:00 a.m.*

Because of the ROV's misunderstanding of my original request for recount of both manual tally and machine recount and the short notice of payment change from the ROV; this resulted in my personal outreach to Mr. Villa in which I tried explaining to him the basic tenants of the misunderstanding. Although my campaign felt the payment increase was meritless and the timeline of providing such a large increase demanded by the ROV the next business day was untenable, I decided against addressing the payment increase and decided to simply address the misunderstanding his office had regarding our request for a machine recount. It was my hope that by showing Mr. Villa that it was in fact his offices' misunderstanding of our campaigns request that he would be flexible with allowing our payment to come after the banks open the next business day. Mr. Villa was in fact open to the idea of extended the payment deadline due to his misunderstanding of our request from 9am to 9:30am but informed me that he would need to consult with consul and speak with me later regarding the issue. Mr. Villa then gave me a return phone call some hours later with a much more aggressive and demanding demeanor. He threatened to end the recount if payment was one minute later then 9:30am and said the blame of the late payment was my campaign's. He told me he would require a representative to sign a form accepting a payment schedule and he would tell the press or inquiring party the payment issues were the responsibility of my campaign and that if I did not agree the recount would be considered abandoned. (See Exhibit E for full email from Lupe Villa)

“Future discussions regarding the extension of payment from 9:00 a.m. to 9:30 a.m. will be based on the lack of action, after ample notification was provided to the requestor (Brian H.), and the Shepard Campaign.”

And

“If the above agreement is not met, the recount will be considered abandoned and recount operations will cease.”

The following day my campaign manager Austin Gilbert was forced to sign a payment schedule that we had not been given time to review. In wanting no further issues with Mr. Villa

and under fear of his imminent halting of the recount, my campaign paid for the remainder of the recount a week in advance so that no more issues regardless of party responsibility would occur.

Furthermore, I requested to Mr. Villa a fair review of the 150 ballots with signature mismatches in which he declined to accept. Also, upon signing Mr. Villa's payment demands, my campaign manager expressed our campaigns desire to further review the 150 signature mismatched ballots in which county counsel Susan Fisher very combatively and aggressively told Mr. Villa that the county would not do so.

I believe from the press release on December 9th until now, the Registrar of Voters has carried a personal offense against my campaign which has resulted in a prejudice to my campaign instead of acting as an independent arbiter of Kings County. As stated earlier, in regards to reviewing the signature mismatch ballots our campaign has not been disregarded in this capacity in any of the other four counties in Senate District 16. Nor has there been such misunderstanding of basic requests met with such combativeness.

My campaign has asked the Kings ROV to review the names of these individuals in an equitable manner, and has been repeatedly declined the opportunity. It appears there is more of an emphasis to finish the recount quickly, then to conduct the recount in greater detail. Greater detail, is in fact the purpose of a recount and what my campaign has expected to be delivered upon with the fees we are paying the county.

Mr. Villa's aggressive and often coercive methods have almost ended this recount. I do not know how he could perform his duties moving forward without partiality, especially when he has verbally expressed to me his desire to be finished with this process as soon as possible. Mr. Villa personal affront from the very beginning has led my campaign to believe that his actions come from a disdain of the very idea of a recount.

I look to the judgement of the Board of Supervisors regarding this formal complaint. The separation of powers delineated in state law gives the Registrar of Voters considerable discretionary authority during elections. I would hope that my grievances are heard by this board and that the county will act with equity and justice in regards to asking for a sufficient review of these signature mismatch ballots and give the constituents of Kings County an opportunity to have their voices heard before this election is finished. It is these 150 or so voters of Kings County that have not had a sufficient review equitable to what the constituents of Fresno, Tulare, and Kern county received in the Senate District 16 recount. I am not asking for any favors, special treatment, special request, or anything illegal. In fact, I am calling for the most basic right of any American to be exercised, that those that wish to participate in elections should be given the opportunity to do so.

Exhibit A
Nina Krishel's Statement

My name is Nina Krishel and I am the Communications Director for Senator Brian Jones. On December 9, 2022, Senators Jones and Wilk issued a [press release](#)¹ with a joint statement about the Senate District 16 race. I was listed as one of the press contacts on the press release.

Around 1:45 pm on December 9, 2022, I received a call from Lupe Villa with the Kings County Registrar of Voters. He was aggressive on the phone and asked how we got the information in the press release. He specifically asked about how we got information that there were still ballots left to count in Kings County. He repeatedly said that releasing inaccurate statements won't help the situation. He was very defensive about the Elections Office. Mr. Villa explained that a reporter contacted him, and that is what spurred him to contact me. In a manner that sounded almost threatening, Mr. Villa said he is ready to go to the press and say Senator Jones is not telling the truth. Although he did not specifically say it, I felt that he was threatening to hurt Senator Jones's reputation in the press. I explained to him several times that I was simply the press contact and did not have the information he was seeking, but I would try to get back to him ASAP. He was not satisfied with that answer and again sounded threatening about going to the press immediately once we got off the phone. He left his call back number (559) 852-2433.

He did speak with the press and is quoted in [this article](#)².

Best,
Nina

¹ <https://cssrc.us/content/wilk-and-jones-call-senate-hold-swearing-senate-district-16-race>

² <https://gvwire.com/2022/12/09/gop-state-senate-leaders-want-to-block-hurtado-victory/>

**Exhibit C
Official Recount Request**

December 13, 2022

VIA ELECTRONIC MAIL

Michelle Baldwin
Registrar of Voters
Tulare County
5951 S. Mooney Blvd.
Visalia, CA 93277
MBALDWIN@TULARECOUNTY.CA.GOV

Lupe Villa
Registrar of Voters
Kings County
1400 West Lavey Blvd., Bldg. #7
Hanford, CA 93230
LUPE.VILLA@CO.KINGS.CA.US

Mary Bedard
Registrar of Voters
Kern County
1115 Truxtun Ave., 1st Fl.
Bakersfield, CA 93301
BEDARDM@KERNCOUNTY.COM

James Kus
Registrar of Voters
Fresno County
2220 Tulare St., 1st Fl.
Fresno, CA 93721
JKUS@FRESNOCOUNTYCA.GOV

RE: Senate District 16 – Recount Request

Dear Registrars of Voters:

This letter is submitted on behalf of David Shepard, candidate for Senate District 16. In accordance with California Elections Code section 15620 and the Secretary of State's Recount Regulations, 2 CCR § 20810 *et seq.*, the undersigned, a voter, requests a recount of certain ballots and precincts contained in Senate District 16 as specified herein.

I request the inspection and recount proceed in the order identified below (Elec. Code § 15622):

- 1 TULARE COUNTY
- 2 KINGS COUNTY
- 3 KERN COUNTY
- 4 FRESNO COUNTY

A list is attached of the order of precincts within each county.

For each such county in the order specified, the following relevant materials:

- a. Uncounted (challenged or uncured) vote-by-mail ballots and ballot envelopes for the specified contest;
- b. Uncounted (challenged or uncured) provisional ballots and ballot envelopes for the specified contest;
- c. Uncounted (rejected) conditional ballots and ballot envelopes for the specified contest;
- d. Signature verification statements and unsigned ballot statements for uncounted (challenged or uncured) vote-by-mail, provisional, and conditional ballot envelopes;
- e. Over-voted ballots for the specified contest;
- f. Under-voted ballots for the specified contest;
- g. Rejected ballots that were received and voted at the precincts/vote centers within the jurisdiction;
- h. Counted (accepted) vote-by-mail ballots and ballot envelopes for the specified contest;
- i. Counted (accepted) provisional ballots and ballot envelopes for the specified contest; and
- j. Ballots received and voted (accepted) at the precincts/vote centers within the jurisdiction.

I further request the following method of recount (Elec. Code § 15627):

Manual inspection and counting of the following:

- a. Over-voted ballots for the specified contest;
- b. Under-voted ballots for the specified contest;
- c. Uncounted (challenged or uncured) vote-by-mail envelopes/ballots for the specified contest;
- d. Uncounted (challenged or uncured) provisional envelopes/ballots for the specified contest;
- e. Signature verification statements and unsigned ballot statements for uncounted (challenged or uncured) vote-by-mail, provisional, and conditional ballot envelopes; and
- f. Rejected ballots that were received and voted at the precincts/vote centers within the jurisdiction;

and

Machine inspection and counting of the following:

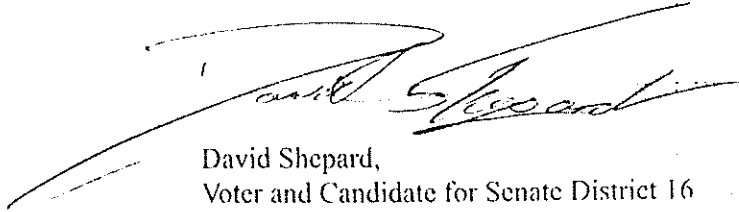
- a. Ballots received and voted (accepted) at the precincts/vote centers within the jurisdiction;
- b. Counted (accepted) vote-by-mail ballots for the specified contest;
- c. Counted (accepted) provisional ballots for the specified contest; and
- d. Counted (accepted) conditional ballots for the specified contest.

To the extent that the following material is not reviewed in the above request, I also request to review and inspect "relevant material," 2 CCR 20813, as follows:

- a. Under-voted ballots and over-voted ballots;
- b. Vote by mail, provisional, and conditional ballot envelopes;
- c. Voter registration files of vote-by-mail voters and provisional voters for voter authentication purposes (including registration card signatures);
- d. Rejected ballots that were received and voted at the precincts/vote centers within the jurisdiction;
- e. Audit logs;
- f. Polling place event logs;
- g. Precinct tally results;
- h. 1% manual tally results; and
- i. Central count tally results and consolidated results in a structured, non-proprietary format.

To discuss any issues related to this recount request, please contact my attorney, Brian Hildreth at (916) 442-7757 or bhildreth@bmhlaw.com. In particular, I request that you please notify Mr. Hildreth as soon as possible of the date and place for the recount. (Elec. Code § 15628.) And also that you please notify Mr. Hildreth as soon as possible of the daily cost of conducting the recount, and the manner of transmitting the deposit. (Elec. Code § 15624; 2 CCR §20815.) Thank you.

Respectfully submitted,



David Shepard,
Voter and Candidate for Senate District 16

ORDER OF PRECINCTS

1. TULARE		2. KINGS		3. KERN		4. FRESNO	
VotingPrecinct	Rank	VotingPrecinct	Rank	VotingPrecinct	Rank	VotingPrecinct	Rank
2990237	1	1202	1	7011938	1	0000059	1
4990023	2	1303	2	7012723	2	0000061	2
5990091	3	1506	3	7011703	3	0000057	3
4998006	4	1305	4	7012277	4	0000058	4
2990121	5	1309	5	7051732	5	0000093	5
4998001	6	1307	6	7010090	6	0000062	6
1990435	7	1501	7	7042389	7	0000091	7
2998004	8	1404	8	7032236	8	0000056	8
5990197	9	1105	9	7022013	9	0000092	9
5990012	10	1306	10	7021634	10	0000055	10
4990203	11	1102	11	7052633	11	0000090	11
1998017	12	1507	12	7032172	12	0000086	12
1990413	13	1405	13	7050551	13	0000054	13
1990172	14	1302	14	7021235	14	0000137	14
1990280	15	1502	15	7022792	15	0000111	15
1998012	16	1508	16	7011984	16		
4998012	17	1511	17	7021717	17		
1998021	18	1304	18	7041242	18		
1998013	19	1207	19	7022803	19		
1998004	20	1301	20	7052143	20		
1998014	21	1503	21	7052500	21		
1998005	22	1310	22	7022600	22		
1998016	23	1308	23	7030303	23		
1998020	24	1103	24	7011200	24		
2998001	25	1101	25	7012167	25		
1998002	26	1206	26	7032386	26		
5998001	27	1401	27	7011153	27		
1998015	28	1402	28	7022282	28		
1998003	29	1504	29	0013121	29		
5043009	30	1106	30	7043561	30		
5045001	31	1104	31	0030338	31		
5043001	32	1513	32	7040140	32		
5044001	33	1509	33	0043540	33		
5044008	34	1203	34	0020250	34		
5041024	35	1403	35	7051715	35		
5041006	36	1204	36	7011170	36		
5048003	37	1205	37	7013106	37		

1. TULARE		2. KINGS		3. KERN		4. FRESNO	
5048002	38	1201	38	0051227	38		
5048001	39			7051739	39		
2055001	40			0030322	40		
2052001	41			7051704	41		
2051005	42			0020243	42		
2053002	43			7051233	43		
2053008	44			7033226	44		
2058001	45			7013095	45		
2058003	46			7033232	46		
4014001	47			0051727	47		
4011001	48			7012414	48		
4012001	49			0030317	49		
4070001	50			7011171	50		
1065001	51			0030367	51		
1064001	52			0032170	52		
1065011	53			7051298	53		
4068001	54			0050751	54		
1080001	55			0030312	55		
1030001	56			0032380	56		
				0040448	57		
				0020249	58		
				0013110	59		
				7020285	60		
				0025299	61		
				0033150	62		
				0022035	63		
				0040411	64		
				7031211	65		
				0030339	66		
				0033161	67		
				0020265	68		
				0023239	69		
				0013100	70		

Exhibit D
Email from Mr. Villa 1

From: Villa, Lupe
Sent: Wednesday, December 28, 2022 1:51 PM
To: Brian T. Hildreth <brian.hildreth@kings.ca.us>; Lupe Villa <lvilla@kings.ca.us>
Cc: Fisher, Susan <susan.fisher@kings.ca.us>; Freeman, Diane <Diane.Freeman@kings.ca.us>
Subject: CA SD 16 Recount ACTION REQUIRED

Good afternoon Mr. Gilbert and Mr. Hildreth,

The recount for the California Senate District 16 commenced in Kings County on Tuesday, December 27, 2022. After review of the initial request and with further consultation with Counsel, the decision to complete the recount of the actual ballots via "machine" count has been made. Kings County has begun the planning, and preparation process to move forward with a "Machine" recount of California Senate District 16 as casted during the November 8, 2022, General Election held in Kings County.

I ask for your expeditious confirmation of the following:

Machine count recount of all casted ballots for California Senate District 16

The recount is to be performed by the capture bath and **NOT** by Vote-By-Mail ballots or Vote in Person votes. (All votes regardless of how they were casted are part of the batch)

Kings County had two card ballots with SD 16 being in card "A", the request is to **ONLY include card "A"** in the machine recount

Machine recount to be conducted in the order of precinct provide in the initial request, however **ALL precincts will be part of the recount process**. The precinct order has been selected by the ROV after the last precinct selected by the requestor, which is precinct 1201

I ask that you please respond and CONFIRM the four points above as soon as possible to allow me to move forward with the machine recount for SD16.

Additionally, the change in mode of recount has had a significant impact on the daily and overall cost of the recount for SD 16. Attached is a revised ESTIMATED RECOUNT COST, that includes the expected payment of \$7451.41, to be paid with **CASHER'S CHECK ONLY** by 9:00 a.m. on **Thursday, December 29, 2022**, no exception 9:00 a.m. means 9:00 a.m.

Payment for Friday, December 30, 2022 (\$6056.30), can be included in the payment for Thursday, December 29, 2022 (\$7451.41), for a total of \$13507.71.

Lastly, the location of the recount will change due to the implementation of a "machine" count. We will continue to conduct the recount at our current location (Multi-Purpose Room) until sorting of the precincts is completed. Once the sorting is completed the recount operations will move to the Elections Department located at 1400 West Lacey Blvd Building #7 Hanford, CA 93230.

Sincerely,

Lupe Villa
Registrar of Voters
County of Kings
Elections Department
559-652-2433
lvilla@kings.ca.us

Lupe Villa

Recount -
Action Cost.pdf

Exhibit E
Email from Mr. Villa 2

Villa, Lupe
SD 16 Recount
13

Good evening Mr. Shepard,

I would like to provide a recap of our earlier conversation regarding the recount for California Senate District 16 as casted in Kings County, and the expectations regarding payment and meeting the specified deadlines that have been afforded to you and your campaign, to include your Attorney and Campaign Manager. The following is the verbal agreement that we discussed:

- 1 Payment is due by 9:30 a.m., no exceptions, doors will be locked at 9:30 a.m.
- 2 Payment must be in the amount of \$13,507.71, that will cover the cost of the recount for Thursday, December 29, 2022, and Friday, December 30, 2022
- 3 Payment for Tuesday, January 3, 2023, is due by 9:00 a.m. on Tuesday, January 3, 2023
- 4 Agreement that reflects the future payment deadlines must be signed tomorrow, Thursday, December 29, 2022, by your representative/s
- 5 Future discussions regarding the extension of payment from 9:00 a.m. to 9:30 a.m. will be based on the lack of action, after ample notification was provided to the requestor (Brian H.), and the Shepard Campaign

If the above agreement is not met, the recount will be considered abandoned and recount operations will cease.

Sincerely,

Lupe Villa
Registrar of Voters
County of Kings
Elections Department
559-852-2433
lupe.villa@co.kings.ca.us





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

January 10, 2023

SUBMITTED BY: Department of Finance – James Erb/Rob Knudson

SUBJECT: AGREEMENT WITH MGT OF AMERICA, INC. FOR CONSULTING SERVICES ON STATE MANDATED CLAIMS

SUMMARY:

Overview:

The Department of Finance and the Office of Information Technology Service's Purchasing Division recently completed a Request for Proposal (RFP) process for State Mandated Costs claims preparation. Both departments are requesting approval from your Board to enter into an agreement with MGT of America, Inc. to provide these services.

Recommendation:

Approve the Agreement with MGT of America, Inc. to provide State Mandated Program claims assistance and preparation for Fiscal Year 2021-2022 through Fiscal Year 2023-2024.

Fiscal Impact:

The total cost of the three-year agreement is \$76,500. The yearly cost is \$24,500 for Fiscal Year (FY) 2021-2022 claims, \$25,500 for FY 2022-2023 claims, and \$26,500 for FY 2023-2024 claims. The amounts are due to be paid before June 30th of each year and will be paid from Budget Unit 110900 (General Fund Revenue), Account 85072 (St Aid Mandated). This is the account that our SB90 payments are deposited. The fee to MGT offsets our revenues collected.

BACKGROUND:

Article XIII B of the California State Constitution provides that counties may recover costs associated with carrying out programs mandated by the State. To recover costs, counties are required to submit claims for specific activities within a variety of State-mandated programs. This agreement provides for MGT of America,

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH MGT OF AMERICA, INC. FOR CONSULTING SERVICES ON STATE MANDATED CLAIMS

January 10, 2023

Page 2 of 2

Inc. to provide Kings County with claiming assistance and claims preparation for FY 2021-2022 through FY 2023-2024 to maximize reimbursement to the County for costs incurred while implementing State-mandated programs. Some examples of these programs are Child Abduction Unit, Health Survivor Benefits, Property Tax Allocations, and Domestic Violence Treatment.

The process for preparing State claims is designed to capture billable staff time as determined by the State Controller's Office. Different claiming methods are developed for each State-mandated program area. New claims are released each year following the submission of test claims from select counties. A local agency has 120 days from the date the State Controller issues claiming instructions to file those claims without penalty. If claims are not filed timely, they are not considered eligible claims.

The Agreement presented to your Board for consideration states that the MGT of America, Inc. firm will continue providing on-site claims assistance to County departments. Each department involved participates with firm representatives in data collection and claims preparation. Before any claims are filed on behalf of Kings County, MGT of America, Inc. reviews the submittals to assure maximum cost recovery.

Request for Proposals are typically conducted every three years. MGT of America, Inc. has been providing these services to the County for the past eleven years. The RFP was prepared and sent out by the Purchasing Manager to vendors that provide this type of service on September 30, 2022. Completed responses were due back to the County by October 24, 2022. The Purchasing Manager confirmed that only one bid was received in response to the RFP process.

After reviewing the one proposal from MGT. of America, Inc., it was determined to be both responsible and in the best interest of the County. The Department of Finance respectfully recommends your Board approve the attached Agreement.

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

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF KINGS AND
MGT OF AMERICA CONSULTING, LLC FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of _____, 2023 ("Effective Date") is by and between the County of Kings, a political subdivision of the State of California (hereinafter "County"), and MGT of America Consulting, LLC, a Florida limited liability company, (hereinafter "Consultant"), a company authorized to operate in the State of California.

R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified and experienced in preparing and submitting State mandated claims on behalf of counties; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for state mandated cost claim preparation and associated services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. Upon request of the County's designee, Consultant shall perform the services described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter "Scope of Work") and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and the Scope of Work, the provisions in the body of this Agreement shall control.

1.2 Cooperation with County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level

of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services required hereunder Consultant shall be paid in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed by Contractor setting forth in detail the services performed and the number of hours incurred for each service. Upon completion of the work, Contractor shall submit its bill(s) for payment in arrears on a semi-annual basis in a form approved by County's Auditor.

Expenses not expressly authorized by the Agreement shall not be reimbursed. Total payments made to Contractor under this Agreement shall not exceed Seventy-Six Thousand Five Hundred dollars (\$76,500) without prior written amendment of this agreement.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to June 30, 2025, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within fourteen (14) days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to indemnify, hold harmless, and release the County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, due to the willful negligence of the Consultant. The limit of liability for this indemnification is the amount paid to the Consultant for the services rendered.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties' authorized representatives. The parties understand and agree that the authorized representative for the County is the Kings County Board of Supervisors or its designee. Failure of Consultant to secure written authorization signed by the County's authorized representative for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work.

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery

or by U.S. Mail, email, or courier service, unless otherwise agreed in writing. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Rob Knudson
Assistant Director of Finance
Kings County Department of
Finance
1400 W. Lacey Blvd.
Hanford, CA 93230
Phone: 559-852-2464
Robert.Knudson@co.kings.ca.us

TO: CONSULTANT:

MGT of America Consulting, LLC
Attn: Patrick J. Dyer, Vice President
3600 American River Drive, Ste. 150
Sacramento, CA 95864
Tel: (916) 502-5243
pdyer@mgtconsulting.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m., recipient's time. In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. The parties agree this Agreement was entered into in the County of Kings and the proper venue for any action to enforce the terms of this Agreement or for the breach thereof shall therefore be County of Kings.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF KINGS

CONTRACTOR NAME

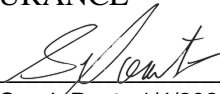
By: _____
_____, Chair
Kings County Board of Supervisors

By: _____
Patrick J. Dyer
Vice President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: 
Sarah Poots 1/4/2023
Risk Management

APPROVED AS TO FORM

By: 
Diane Freeman, County Counsel

- Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: Cost Summary
Exhibit C: Insurance

EXHIBIT A. SCOPE OF WORK

MGT provides true turn-key mandate cost claiming services to its clients, and our approach is based around personal interaction. Our staff is involved with our clients' claiming process throughout the year, providing proactive news, reports, and the earliest notification of new SB 90 claims possible.

We provide our clients claiming summaries and data collection guides to assist them in understanding all of the eligible components of each program. This process supplements the on-site interviews that our staff conducts to ensure each department contact understands precisely what data is required, and what the internal deadlines are for submission.

Most counties are at risk of desk reviews from the State Controller. We believe that part of our job is assisting your departments to understand the appropriate levels of documentation required for each claim the County files.

Finally, the project manager will complete all claims, all indirect cost rate proposals, and compile all elements of the claims in electronic format and send to the County for review and signature well in advance of the claiming deadline.

MGT Consulting will provide the following services to the County:

- ◆ Identify all possible SB 90 claiming opportunities.
- ◆ Prepare all necessary department wide ICRPs.
- ◆ Prepare and file all eligible annual SB 90 claims with the SCO.
- ◆ Prepare and file all eligible first time or new SB 90 claims that have claiming instructions issued during the given fiscal year.
- ◆ Provide assistance with SCO desk reviews and field audits.
- ◆ Assist the County with knowledge transfer and training related to the SB 90 process at the State level and also related to other local agencies in California.

Our firm has carefully reviewed the County's RFP and is confident that all services described will meet the County's desired scope.

EXHIBIT B. COST SUMMARY

The price quoted for services is all inclusive. There are no caps on number of claims, audit support, or site meetings/visits—our level of customer service to you is unlimited. MGT will not bill you for travel expenses, additional time for on-site meetings, or extra claims. Other consulting firms limit the support you receive as part of their SB 90 projects. MGT wants to be Kings County’s partner in this process for the next three years and beyond. Our professional commitment of resources and variety of services offered under our fixed-fee proposal is unmatched.

F I S C A L Y E A R S		
2021-22 Claims issued during FY 2022-23	2022-23 Claims issued during FY 2023-24	2023-24 Claims issued during FY 2024-25
\$24,500	\$25,500	\$26,500
TOTAL COST FOR 3-Years: \$76,500 <i>fixed fee, billable on a semi-annual basis</i>		

MGT proposes to complete all aspects of this proposal for annual claims and new or initial claims released by the State Controller during the 2022-2023 fiscal year for a fixed fee of \$24,500. This fee is inclusive of all other charges such as travel and administrative expenses and will be invoiced on a semi-annual basis.

CORPORATE HEADQUARTERS:

MGT of America Consulting, LLC
 4320 West Kennedy Blvd, Suite 200
 Tampa, FL 33609
 Email: contracts@mgtconsulting.com
 Phone: 888-302-0899

PAYMENT REMITTANCE:

MGT of America Consulting, LLC
 P.O. Box 17780
 Clearwater, FL 33762-0780
 Email: arinv@mgtconsulting.com
 Phone: 888-302-0899
 FEID: #81-0878597

EXHIBIT C. INSURANCE

MGT will comply with the County's insurance requirements as set forth, below:

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 10, 2023

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Jay Wood

SUBJECT: AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA, DAVIS FOR STAFF TRAINING

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to enter into a training contract with University of California, Davis (UC Davis) for staff training.

Recommendation:

Approve the agreement with the University of California, Davis, for the purpose of Eligibility Services, Supportive Services, Employment Services, Adult Protective Services, and Child Welfare Worker trainings, effective January 10, 2023, through January 9, 2024.

Fiscal Impact:

There is no impact to the County General Fund. The cost of the services provided under the agreement is \$237,150. The total cost is reflected in the Agency’s Fiscal year 2022-2023 adopted budget in Budget Unit 510000 (Human Services Administration) in Account 92037.

BACKGROUND:

HSA has contracted with UC Davis through its Davis Campus Continuing and Professional Education for several years. The last agreement was executed by the Board on October 19, 2021 (Board Agreement No. #21-136).

The UC Davis Extension Center for Human Services began as a partnership between California county social welfare departments, the California Department of Social Services, and the University of California System over 35 years ago to provide specialized training to small rural counties. Its goal was to provide support for the

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____

Agenda Item

AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA, DAVIS FOR STAFF TRAINING

January 10, 2023

Page 2 of 2

change initiatives in Social Welfare programs, and to ensure that small counties had the resources available to follow best practices commensurate with larger counties. Currently, the Extension Center provides training to all 58 California counties; the Extension Center also sponsors forums, conferences, provides research, assessments, and recommendations on social matters.

Examples of trainings that UC Davis provides are managerial, leadership, frontline supervisor, team building, the supplemental nutrition assistance program (CalFresh), defusing hostile situations, and being effective with difficult people. The trainings are for eligibility, supportive services, employment services, child welfare workers, and administrative staff. Training is also provided to all managers and supervisors within HSA. These trainings are conducted at both offsite and onsite locations.

The Purchasing Manager reviewed and approved a Sole Source request based on the continued partnership between UC Davis, California Department of Social Services, and county welfare departments for trainings that align with state and federal laws and regulations.

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

TRAINING SERVICES AGREEMENT
(COUNTY OF KINGS)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and COUNTY OF KINGS (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable)

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from January 10, 2023 and continue through January 9, 2024. All courses must be completed by January 9, 2024.
3. Payment: User shall pay University for Service as set forth in “Exhibit A”, attached hereto and incorporated herein. CPE will provide User thirty (30) days’ written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User’s receipt of University’s invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.
7. Non-Liability of University:
- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
 - b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
 - c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.
8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.
- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
 - b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole

- initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.
- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
 - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
 11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
 12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
 13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
 14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University

entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
- a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require**

that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.
20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Jennifer Lowery
Program Analyst
Continuing & Professional Education
University of California, Davis
463 California Avenue
Davis, CA 95616
E-mail: jndavis@ucdavis.edu

USER
Anthony Valdez
Staff Support Manager
County of Kings
Human Services Agency
1400 W Lacey Blvd, Bldg 12)
Hanford, CA 93230
E-mail: Anthony.Valdez@co.kings.ca.us

ADDITIONAL UNIVERSITY
Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
463 California Avenue
Davis, CA 95616
E-mail:
UCDE-CTS@ou.ad3.ucdavis.edu

ADDITIONAL USER

E-mail:

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

- 23. Governing Law: This Agreement shall be construed pursuant to California law.
- 24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
- 25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
- 26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

COUNTY OF KINGS

By: _____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis


By: _____
(authorized signatory)

Print Name: _____

Date: December 5, 2022

Date: _____


APPROVED AS TO INSURANCE

By: 
(authorized signatory)

Print Name: Sarah Poots

Date: 12/1/2022

APPROVED AS TO LEGAL FORM

By: 
(authorized signatory)

Print Name: Cindy Crose Kliever, Deputy County Counsel

Date: 11/29/2022

EXHIBIT A

TRAINING PROGRAM

1. 60.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
60.00	\$ 4,250.00	\$255,000.00	Total Contract Amount
		(\$17,850.00)	Less CPE 7% Cost Share
		\$237,150.00	Total Client Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

COUNTY OF KINGS PURCHASING DEPARTMENT
SOLE SOURCE JUSTIFICATION

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

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

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

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

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value \$

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

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

Please see attached document.

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

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

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

Signature

Printed Name and Title
Jay Wood, Deputy Director

Date
August, 2022

Purchasing Manager: Approved as written

Rejected

Signed

Evan Jones 8/25/2022
Evan Jones, Purchasing Manager

**University of California Davis, Training Services FY 22-23
Sole Source Form**

The UC Davis Extension Center for Human Services began as a partnership between California county social welfare departments, the California Department of Social Services and the University of California System over 35 years ago to provide specialized training to small rural counties. Its goal was to provide support for the change initiatives in Social Welfare programs and to ensure that small counties had the resources available to follow best practices on par with bigger organizations. Currently, the Center provides training to all 58 California counties as well as sponsoring forums, conferences, providing research, assessments, and recommendations on social welfare matters.

The Kings County Human Services Agency specifically contracts with the Center to provide specialized training for Child Welfare, Adult Protective Services and Benefits and Employment Training staff as well as the associated support staff. The training is conducted at both offsite and onsite locations and through videoconferencing. We have also taken advantage of the Center's mentoring to assist the Agency in implementing best practices and ensure compliance with changes in the State and Federal regulations. The Center offers a unique and singular service to small and medium counties that would otherwise not be able to provide the full scope of training, support and education services to their staff and remain on par with larger Agencies.

Kings County Human Services Agency has benefited from the Center's services since the inception of the partnership and has had annual contracts with the Center to provide onsite and offsite training for the past 19 years.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 10, 2023

SUBMITTED BY: Information Technology Department – John Devlin
SUBJECT: MULTI-FACTOR AUTHENTICATION AND SINGLE SIGN ON AGREEMENT WITH OKTA

SUMMARY:

Overview:

At your last Board meeting on January 3rd, the IT Department presented a contract with Okta and Tecnic for your Board’s approval. The actual agreement with Okta was omitted from the final agenda packet while combining the contracts and price quotes into a single PDF file. To ensure transparency the Department is bringing the agreement back to your Board to reaffirm the original approval.

Recommendation:

Approve the agreement with Okta for multi-factor authentication and single sign on services.

Fiscal Impact:

The two-year cost is \$264,400 which will come from the APRA funds that your Board approved on September 20, 2022. Your Board had approved \$279,700 so there will be a \$15,300 difference returned to the ARPA fund. This was approved on January 3rd at the regular Board meeting.

Business Impact Statement:

Once implemented, the Okta system will work as a multi-factor authentication system initially. Users will enter their password, then the Okta system will send them a notification, text, or call to verify the user’s login, then the user will be logged into the computer. As to the single sign on portion, Okta securely saves user’s usernames and passwords, then fills them into the appropriate applications and websites.

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MULTI-FACTOR AUTHENTICATION AND SINGLE SIGN ON AGREEMENT WITH OKTA AND TECNICS

January 10, 2023

Page 2 of 2

BACKGROUND:

Okta offers some of the best multi-factor authentication and single sign on applications on the market. With this system, we are able to offer multiple options to departments and users for their multi-factor authentication. This gives the county enhanced flexibility which will help ease the transition to desktop multifactor authentication. While also offering single sign on to departments, most of which have not had such a system. Tecnics builds the desktop client which allows these systems to work in our environment. With a mobile workforce and quickly changing technical and security environment, multi-factor authentication and single sign on enables us to ensure county workers and county infrastructure are secure. Multi-factor authentication is now a must have in order to obtain a cyber insurance policy.

County Counsel approves the terms and conditions with Okta but would have preferred to change the legal venue from San Francisco to County of Kings. County Counsel would not approve the terms and conditions with Tecnics as they refuse to use County of Kings as the jurisdiction as they are based in Texas.

Risk Management can not endorse the insurance policy as the companies would not disclose their types and limits of coverage. Okta has insurance that is of adequate limits and types but will not incorporate the terms in our agreement. Tecnics refuses to change terms, disclose or incorporate their insurance coverage limits.

However, the County is at more risk by not having multi-factor authentication than accepting what the County Information Technology department perceives as a minimal risk to the County.



OKTA, INC.

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “Agreement”) is entered into between Okta Inc. (“Okta”) and your organization (“Customer”) as of the Effective Date (as defined below). The individual accepting this Agreement on behalf of Customer represents that they have the authority to bind Customer to this Agreement. If the individual does not have such authority, or if the individual does not agree with the terms and conditions of this Agreement, such individual must not accept this Agreement and may not use the Service and/or any Free Trial.

1. Service and Professional Services.

1.1. Okta’s Obligations. Okta shall make the Service available to Customer pursuant to this Agreement and the applicable Order Form during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable (except as expressly permitted in Section 12.1) right during the Term to allow its Users to access and use the Service in accordance with the Documentation, solely for Customer’s business purposes. Customer agrees that its purchase of the Service or the Professional Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Okta with respect to future functionality or features. Okta will comply with all Laws applicable to its provision of the Service. Okta shall use commercially reasonable efforts to make the Service available to Customer 24 hours a day, 7 days a week, every day of each year (except for any unavailability caused by a Force Majeure event).

1.2. Customer’s Obligations.

a) Customer is responsible for all activities conducted under its and its Users’ logins to the Service. Customer shall use the Service in compliance with this Agreement, the applicable Order Forms, Documentation, and all applicable Laws and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users; (ii) except as otherwise set forth in an Order Form, send or store in the Service any personal health information, credit card data, personal financial data or other sensitive data that may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store infringing or unlawful material in connection with the Service; (iv) send or store Malicious Code to the Service; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create derivative works based on the Service, or any portion thereof; (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; (viii) delete, alter, add to or fail to reproduce in and on the Service the name of Okta and any copyright or other notices appearing in or on the Service or which may be required by Okta at any time.

b) Any use of the Service in breach of this Agreement, Documentation or Order Forms by Customer or Users that in Okta’s judgment threatens the security, integrity or availability of the Service may result in Okta’s immediate suspension of Customer’s access to the Service; however, Okta will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

1.3. Professional Services. Customer and Okta may enter into Statements of Work that describe the specific Professional Services to be performed by Okta. If applicable, while on Customer premises for Professional Services, Okta personnel shall comply with reasonable Customer rules and regulations regarding safety and conduct made known to Okta in writing prior to such engagement and will, at Customer’s reasonable request, promptly remove from the project any Okta personnel not following such rules and regulations.

1.4. Customer Affiliates. Customer Affiliates may purchase and use the Service and Professional Services subject to the terms of this Agreement by executing Order Forms or Statements of Work hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for purposes of such Order Form(s) or Statement(s) of Work. A Customer Affiliate agrees to be bound by this Agreement and the applicable Order Forms or Statements of Work executed by Customer Affiliate.



2. Purchasing Through an Okta Partner. This Agreement specifies the terms and conditions under which Okta products and services will be provisioned by Okta to Customer, whether purchased directly through Okta or indirectly through a Partner. Purchases through a Partner will be placed through a separate agreement or ordering document between Customer and an Okta Partner (the "Partner Sales Agreement") which shall address, as between Customer and Partner, any terms and conditions relating to the quantity of products and services purchased, fees, payment (including any applicable refunds), taxes, and renewals. The Partner Sales Agreement is between Customer and the Okta Partner and is not binding on Okta, and any disputes related to the Partner Sales Agreement shall be handled directly between Customer and the Okta Partner. In the event of any conflict between this Agreement and a Partner Sales Agreement, this Agreement shall govern as between Okta and Customer. Customer understands and agrees that certain Okta products or services purchased through a Partner are subject to additional product specific terms available at <https://www.okta.com/agreements> (or its successor site) that may be applicable if purchased by Customer.

3. Security and Support.

3.1. Security. Okta shall maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data as described in the applicable Okta Trust and Compliance Documentation. Okta will conform with security protocols which are further described in Okta's most recently completed Service Organization Control 2 (SOC 2) audit reports or other similar independent third-party annual audit report ("Audit Report"). Upon Customer's request, Okta shall provide Customer with a copy of Okta's then-current Audit Report. During the Term, Okta shall not materially diminish the protections provided by the controls set forth in Okta's then-current Audit Report. Except with respect to a Free Trial, to the extent that Okta processes any Personal Data (as defined in the DPA) on Customer's behalf in the provision of the Service, the data processing addendum at <https://www.okta.com/trustandcompliance> ("DPA") as may be updated by Okta if required by applicable Law, which is hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and its applicable Affiliates are each the data exporter, and Customer's signing of or entering into this Agreement, and an applicable Affiliate's signing of or entering into an Order Form, shall be treated as signing of the Standard Contractual Clauses and their Appendices.

3.2. Support Services. During the applicable Term, Okta shall provide Support Services to Customer in accordance with Okta's then-current support policy, and as identified in the applicable Order Form. In the event that the level of support is not identified in the Order Form, Customer shall receive a "basic" level of support that is included in the Service at no additional cost. Any updates or modifications to the Support Services will not materially diminish Okta's responsibilities under the support policy during the applicable Term.

4. Confidentiality. Each party agrees to protect the Confidential Information (as defined below) of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care. A party shall not disclose or use any Confidential Information of the other party for any purpose outside the scope of this Agreement, without the disclosing party's prior written permission. A party may disclose the other party's Confidential Information to its employees, contractors, agents, and Affiliates that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of this Agreement. Confidential Information shall not include any information that (a) is or becomes generally known to the public, other than as a result of the act or omission of the receiving party; (b) was rightfully known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (c) is lawfully received from a third party without breach of any obligation owed to the other party; or (d) was independently developed by a party without breach of any obligation owed to the other party. If a party is compelled by law to disclose Confidential Information of the other party, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Due to the unique nature of the parties' Confidential Information disclosed hereunder, there may be no adequate remedy at law for a party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it. Confidential Information is and shall remain the property of the disclosing party.

5. Ownership and Feedback.



5.1. Customer Data. As between Okta and Customer, Customer owns its Customer Data. Customer grants to Okta, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, as reasonably necessary for Okta to provide the Service in accordance with this Agreement. Subject to the limited licenses granted herein, Okta acquires no right, title or interest in any Customer Data. Customer shall be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data.

5.2. Okta Ownership of the Service. Except for the rights expressly granted under this Agreement, Okta and its licensors retain all right, title, and interest in and to the Service, Documentation and Professional Services, including all related intellectual property rights inherent therein. If Customer purchases Professional Services, Okta grants to Customer a worldwide, non-exclusive, non-transferable (except as expressly permitted in Section 12.1), non-sublicensable right to use the Professional Services solely for Customer's use with the Service. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

5.3. Feedback. Okta shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into its products and services any Feedback. Okta shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

6. Fees, Expenses, and Taxes.

6.1. Fees. Customer agrees to pay Okta all fees set forth in the applicable Order Form ("Fees") in accordance with this Agreement and the Order Form. If not otherwise specified on an Order Form, all such Fees (except Fees subject to a good faith dispute) will be due within thirty (30) days of the invoice date. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Okta hereunder are non-cancelable and non-refundable. If Customer fails to pay any Fees due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of Law, (i) Okta reserves the right to suspend the Service upon thirty (30) days written notice, until such amounts are paid in full, and (ii) Okta will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Law until Customer pays all amounts due; provided that Okta will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

6.2. Expenses. Unless otherwise specified in the applicable Statement of Work, upon invoice from Okta, Customer will reimburse Okta for all pre-approved, reasonable expenses incurred by Okta while performing the Professional Services, including without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision of the Professional Services. Okta will include reasonably detailed documentation of all such expenses with each related invoice.

6.3. Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on Okta's net income or property), unless Customer provides Okta with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. Warranties and Disclaimer.

7.1. Warranties.

a) Service. Each party warrants that it has the authority to enter into this Agreement. Okta warrants that during the applicable Term: (i) the Service shall perform materially in accordance with the applicable Documentation; (ii) Okta will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service, and (iii) the overall functionality of the Service will not be materially decreased as described in the applicable Documentation. Okta shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Okta fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Order Form as to the non-conforming Service and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection will be Customer's sole remedy and Okta's entire liability for breach of these warranties unless the breach of warranties constitutes a material



breach of this Agreement and Customer elects to terminate this Agreement in accordance with Section 11.2 entitled "Termination." The warranties set forth in this subsection shall apply only if the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable Law.

b) Professional Services. Okta warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Customer's sole remedy and Okta's entire liability for any breach of the foregoing warranty set forth in this Section 7.1(b), Okta will, at its sole option and expense, promptly re-perform the non-conforming Professional Services or refund to Customer the fees paid for the non-conforming Professional Services; provided that Customer notifies Okta no later than thirty (30) days after delivery of such Professional Services.

7.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH UNDER SECTION 7.1(A) AND (B), OKTA AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES RELATING TO THE SERVICE, PROFESSIONAL SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED. OKTA MAKES NO WARRANTY REGARDING ANY NON-OKTA APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE.

8. Limitation of Liability.

8.1. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES TO OKTA OR TO AN OKTA PARTNER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND CUSTOMER'S AFFILIATES' PAYMENT OBLIGATIONS UNDER THE 'FEES' SECTION ABOVE AND WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8.2. Excluded Damages. IN NO EVENT WILL EITHER PARTY (OR OKTA'S THIRD PARTY LICENSORS) BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COVER, LOST PROFITS OR REVENUES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING EXCLUSIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9. Indemnification.

9.1. Okta Indemnification Obligation. Subject to Section 9.3, Okta will defend Customer from any and all Claims brought against Customer alleging that the Service, as provided by Okta to Customer under this Agreement, infringes any patent, copyright, or trademark or misappropriates any trade secret of any third party (each, an "Infringement Claim"). Okta will indemnify Customer for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Okta, in connection with an Infringement Claim. In the event of any such Infringement Claim, Okta may, at its option: (i) obtain the right to permit Customer to continue using the Service, (ii) modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate the applicable Order Form as to the infringing Service and provide a pro rata refund of any prepaid, unused Fees for such infringing Service. Notwithstanding the foregoing, Okta will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Service made by a party other than Okta, (2) the combination of the Service with other products, processes or technologies (where the infringement would have been avoided but for such combination), or (3) Customer's use of the Service other than in accordance with the Documentation or this Agreement. The indemnification



obligations set forth in this Section 9.1 are Okta's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2. Customer Indemnification Obligation. Subject to Section 9.3, Customer will defend Okta from any and all Claims brought against Okta alleging a violation of a third party's rights arising from Customer's provision or use of the Customer Data. Customer will indemnify Okta for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer, in connection with such Claims.

9.3. Indemnity Requirements. The party seeking indemnity under this Section 9 ("Indemnitee") must give the other party ("Indemnitor") the following: (a) prompt written notice of any Claim for which the Indemnitee intends to seek indemnity, (b) all cooperation and assistance reasonably requested by the Indemnitor in the defense of the Claim, at the Indemnitor's sole expense, and (c) sole control over the defense and settlement of the Claim, provided that the Indemnitee may participate in the defense of the Claim at its sole expense and any settlement by the Indemnitor does not include an admission of liability by the Indemnitee.

10. Customer Mention. Okta may, upon Customer's prior written consent, use Customer's name to identify Customer as an Okta customer of the Service, including on Okta's public website. Okta agrees that any such use shall be subject to Okta complying with any written guidelines that Customer may deliver to Okta regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

11. Term, Termination, and Effect of Termination.

11.1. Term. The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms have expired or have otherwise been terminated. Subscription to the Service commence on the subscription start date and are for the Term as set forth in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions to the Service will automatically renew for additional terms equal to the expiring Term, unless and until either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.

11.2. Termination. Either party may terminate this Agreement by written notice to the other party (i) in the event the other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer pursuant to this Section 11.2, Okta will refund Customer a pro-rata portion of any prepaid fees that cover the remainder of the applicable Term after the effective date of termination and a pro-rata portion of any prepaid Professional Services fees that cover Professional Services that have not been delivered as of the effective date of termination. For clarity, a breach or termination of any Statement of Work shall not be considered a breach or termination of this Agreement or any Order Form.

11.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, all rights and subscriptions granted to Customer (including all Order Forms) will immediately terminate and Customer will cease using the Service (except as otherwise permitted in the "Retrieval of Customer Data" section of the 'Trust and Compliance' Documentation) and Okta Confidential Information. Termination for any reason other than termination for cause by Customer pursuant to Section 11.2(i) shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms. The sections titled "Definitions," "Confidentiality," "Ownership and Feedback," "Fees, Expenses, and Taxes," "Disclaimer," "Limitation of Liability," "Indemnification," "Term, Termination, and Effect of Termination," and "General" shall survive any termination or expiration of this Agreement.

12. General

12.1. Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or Okta without the other party's prior written consent, which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all Order Forms), upon notice and without the consent of the other party, to its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that all fees owed and due have been paid (in the case of an assignment by Customer) and the assignee agrees to be bound by all the terms of this Agreement.



12.2. Controlling Law, Attorneys' Fees and Severability. This Agreement and any disputes arising out of or related hereto shall be governed by the laws of the State of California, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in San Francisco, California. In any action to enforce this Agreement the prevailing party will be entitled to reasonable costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.3. Notices. All legal notices shall be in writing and effective upon: (i) personal delivery, (ii) one (1) business day after deposit with a recognized overnight courier for U.S. deliveries (or three (3) business days for international deliveries), or (iii) the day of sending by email (except for notices of termination and indemnifiable Claims), if to Okta then to "legal@okta.com", or if to Customer then to the email address on the applicable Order Form or the Service system administrator designated by Customer, with the words "Legal Notice" in the subject line. Billing-related notices to Customer may be provided by email to the relevant billing contact designated by Customer.

12.4. Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to computer related attacks, hacking, or acts of terrorism (a "Force Majeure Event"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction.

12.5. Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under this Agreement.

12.6. Export Compliance. Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not permit any User to access or use the Service in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.

12.7. U.S. Federal Government End Use Provisions. The Service, including any software or technology provided hereunder for ultimate federal government end use, or that are otherwise subject to the Federal Acquisition Regulations (FAR), are "Commercial Items" as defined in 48 C.F.R. 2.101 and are being provided as commercial computer software and commercial computer software documentation subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If such items are acquired by or on behalf of any agency within the Department of Defense ("DOD"), then they are subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This Section 12.7 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data. If a government agency needs additional rights beyond those customarily given by Okta to the public, Customer must negotiate with Okta a mutually acceptable written addendum to this Agreement specifically granting those rights.

12.8. Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Okta's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Okta.

12.9. Free Trials. If Customer uses a Free Trial, then the applicable provisions of this Agreement will govern that Free Trial, and Okta will make such Free Trial available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer agreed to use such Free Trial, (b) the start date of any Service subscription purchased by Customer for such Service, or (c) termination of the Free Trial by Okta in its sole discretion. A free trial period may be extended upon mutual agreement by Okta and Customer. Notwithstanding anything to the contrary in this Agreement, a Free Trial is provided "AS IS." OKTA MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO A FREE TRIAL. OKTA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE OKTA'S TOTAL AGGREGATE LIABILITY



ARISING OUT OF OR RELATING TO A FREE TRIAL IS US\$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8 (“LIMITATION OF LIABILITY”), CUSTOMER SHALL NOT USE THE FREE TRIAL IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A FREE TRIAL. ANY DATA AND CONFIGURATIONS ENTERED INTO CUSTOMER’S FREE TRIAL ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL.

12.10. Entire Agreement. This Agreement, together with the Order Form(s) between Okta and Customer, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly superseded hereby. The parties agree that any term or condition stated in Customer’s purchase order or in any other Customer’s order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form between Okta and Customer, (2) this Agreement, and (3) the Documentation. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

13. Definitions.

13.1. “Affiliate” means, with respect to Okta or Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with Okta or Customer, respectively. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

13.2. “Free Trial” means any Okta service or functionality that Okta makes available to Customer to try at Customer’s option, at no additional charge, and which is clearly designated as “beta,” “trial,” “pre-GA,” “pilot,” “developer preview,” “free trial,” “evaluation,” “proof of concept (POC),” or by a similar designation.

13.3. “Claims” mean any third-party claims, demands, suits or proceedings.

13.4. “Confidential Information” means (a) Customer Data; (b) the Service, Documentation, and the terms and conditions of this Agreement and all Order Forms including pricing; and (c) each party’s technical and business information (including but not limited to hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business and marketing plans or opportunities, finances, vendors, penetration test results and other security information, defect and support information and metrics, and third party audit reports and attestations) that is designated by the disclosing party as confidential or the receiving party should reasonably know is confidential given the nature of the information and circumstances of disclosure.

13.5. “Customer Data” means all electronic data submitted by or on behalf of Customer to the Service.

13.6. “Documentation” means Okta’s user guides and other end user documentation for the applicable Service available on the online help feature of the Service, as may be updated by Okta from time to time, including without limitation the materials available at <https://support.okta.com>, and the ‘Trust and Compliance’ Documentation available at <https://www.okta.com/trustandcompliance>.

13.7. “Effective Date” means the earlier of the last date this Agreement is executed or the first date of Customer’s access or use of the Service or Free Trial in any manner, as applicable.

13.8. “Feedback” means suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service, or the Professional Services.

13.9. “Laws” means any local, state, or national law, treaties and/or regulations applicable to a respective party.

13.10. “Malicious Code” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.



13.11. "Non-Okta Application" means a web-based, offline, mobile, or other software application functionality that is provided by Customer or a third party and interoperates with a Service.

13.12. "Okta Partner" means authorized reseller, distributor or other partner of Okta.

13.13. "Order Form" means an ordering document provided to Customer (directly by Okta or indirectly by an Okta Partner in connection with a Partner Sales Agreement) that specifies the products or services purchased by Customer or any of its Affiliates under this Agreement, including any product specific terms, supplements, or addenda thereto. Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

13.14. "Professional Services" means implementation and configuration services provided by Okta in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.

13.15. "Service" means the products and services subscribed to by Customer under an Order Form and made available online by Okta, including associated Okta offline or mobile components, as described in the Documentation. "Service" excludes Professional Services, Support Services, Free Trials, training services, and Non-Okta Applications.

13.16. "Statement of Work" means a document that describes certain Professional Services purchased by Customer under this Agreement and/or pursuant to an Order Form. Each Statement of Work shall incorporate this Agreement by reference.

13.17. "Support Services" means the support services provided by Okta in accordance with Okta's then-current support policy and as identified in an Order Form.

13.18. "Term" means the term of each subscription to the Service as specified in the applicable Order Form.

13.19. "Users" means individuals (including non-human devices, such as applications or services) who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Users may include, for example, Customer's and its Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.

COUNTY OF KINGS

OKTA, INC.

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

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

By: _____
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel



OKTA, INC.

U.S. Government Addendum to Okta, Inc. Master Subscription Agreement

This U.S. government addendum (“Addendum”) is incorporated into and forms part of the Okta, Inc. Master Subscription Agreement, which is generally available at <https://www.okta.com/agreements> (or other such titled written or electronic agreement addressing the same subject matter) between Okta and Customer (“Agreement”) and which governs the provision and use of Okta products or services. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings given to them in the Agreement.

This Addendum applies to United States government customers, including entities of the United States Federal Government (“Federal”), as well as state, local, or public education entities created by the Laws (including constitution or statute) of the applicable state (“SLED”). Okta acknowledges that statutes and regulations governing Federal and SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and may be ineffective and inoperative. Therefore, to the extent the deviations set forth in this Addendum are required by applicable Law, Okta and Customer agree that the following provisions take precedence over any conflicting terms in the Agreement:

1. Business Purpose/Grant of License. Okta acknowledges that references to “business purpose” in the Agreement includes government purposes authorized by applicable Laws.
2. FOIA/Public Disclosure Laws. Notwithstanding any confidentiality obligations in the Agreement, Okta acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other applicable public disclosure Laws. Okta acknowledges that such Confidential Information, including the terms and conditions of the Agreement, related Order Forms, Statements of Work, other attachments, or pricing information, may be disclosed to third parties upon request to the extent compelled by such Laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Okta’s cost, if Okta wishes to contest the disclosure.
3. Fees and Taxes. Okta understands that Customer may be subject to applicable Laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.
4. Free Trials. In addition to any terms and conditions set forth in the Agreement governing Free Trials, (i) any Free Trial is offered without any expectation of future payment from Customer, and Okta expressly waives any future claims for payment from Customer in connection with any Free Trial; (ii) any Free Trial is provided to Customer as a Federal or SLED entity and not for the personal benefit of any specific government employee or personnel, (iii) Customer agrees it is legally permitted to receive Free Trials; and (iv) Customer agrees its use of any Free Trial does not create any conflict of interest and shall not adversely impact Okta’s or an Okta Partner’s ability to sell Okta products and services to Customer or any affiliated government entity.
5. Indemnification.
 - (a) No Customer Indemnification Obligation. To the extent applicable Law prohibits Customer from indemnifying Okta, any terms or conditions in the Agreement requiring Customer to indemnify Okta shall be deemed void and not binding against Customer.
 - (b) Take Down Requirement. In the event of any Claims brought against Okta alleging that Customer Data infringes or misappropriates a third party’s intellectual property rights or violates applicable Laws, or arising out of Customer’s use of any Service in breach of the Agreement, the Documentation, or applicable Order Form, Okta may require, by written notice to Customer, that Customer delete from the Service any Customer Data, or cease use of the applicable Service, that is the subject of any Claims. Promptly after receiving any such notice, Customer will delete such Customer Data, or cease such applicable use of the Service, and certify such deletion or cessation to Okta in writing. Okta shall be authorized to provide a copy of such certification to the applicable claimant.
 - (c) Government Control of Defense. Any provision of the Agreement requiring Okta to defend or indemnify Customer is hereby amended, to the extent required by applicable Laws, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General’s Office (for a SLED Customer) has the sole right to represent the respective Federal or SLED entity in litigation and other formal proceedings.
6. Controlling Law, Venue, Disputes, and Attorneys’ Fees. Notwithstanding anything in the Agreement to the contrary:
 - (a) Federal. As it relates to Federal entities, the Agreement and any disputes arising out of or related thereto shall be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal Law is hereby deleted and superseded by the forum or venue required by applicable Law. If Okta believes a Federal Customer



is in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes).

- (b) SLED. As it relates to SLED entities, the Agreement and any disputes arising out of or related thereto shall be governed by the laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located. With respect to all disputes arising out of or related to the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.
- (c) Attorneys' Fees. Any language requiring Customer to pay Okta's attorneys' fees is hereby deleted.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 10, 2023

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

SUMMARY:

Overview:

On October 25, 2022, the Board approved Agreement 22-195, the Disease Intervention Specialist Workforce Development grant agreement, with the California Department of Public Health, Sexually Transmitted Disease Branch (CDPH). CDPH is now requiring the Contractor Certification Clauses Form (CCC04/2017) and California Civil Rights Laws Attachment (DGS OLS (Rev. 01/17)) be signed and submitted as part of the agreement. These forms are brought in the form of an amendment as they were not included in the agreement that came before the Board on October 25, 2022.

Recommendation:

Approve the amendment to Agreement 22-195 between the County and the California Department of Public Health to include the Contractor Certification Clause 04/2017 and Department of General Services Office of Legal Services 04 forms and the terms contained therein.

Fiscal Impact:

None. The approval of the two forms does not affect the previously approved budget for this item.

BACKGROUND:

On October 25, 2022, the Board approved Agreement 22-195 between the County of Kings and the California Department of Public Health, Sexually Transmitted Disease Branch (CDPH), for the Disease Intervention Specialist Workforce Development grant. CDPH is now requiring the Contractor Certification Clauses Form (CCC04/2017) and California Civil Rights Laws Attachment (DGS OLS (Rev. 01/17)) be signed and submitted. These forms are brought in the form of an amendment as some of the terms contained in the two forms modify and/or add to the terms of the agreement that came before the board on October 25, 2022.

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

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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

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

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Kings, hereinafter “Grantee”

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

GRANT AGREEMENT NUMBER 21-10559

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

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

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

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

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

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

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

Direct all inquiries to the following representatives:

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

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

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

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

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

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

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

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E INFORMATION PRIVACY AND SECURITY REQUIREMENTS

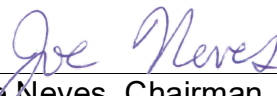
Exhibit F FEDERAL TERMS AND CONDITIONS

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

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

Executed By:

Date: 10-25-2022



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

Date: _____

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



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

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



GAVIN NEWSOM
Governor

Exhibit A
Letter of Award

December 30, 2021

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: DISEASE INTERVENTION SPECIALIST WORKFORCE DEVELOPMENT GRANT

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

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

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

Grantee activities will focus on the following key strategic targets:

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

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



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

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

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

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

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

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

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

Sincerely,



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

Enclosures

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

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

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

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

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

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

Exhibit A Funding Allocation Process

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

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

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

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

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

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

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

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

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

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

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

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

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

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

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

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

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

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

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

19. STATE-FUNDED RESEARCH GRANTS:

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

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

Exhibit D
Additional Provisions

1. Cancellation / Termination

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

Exhibit D
Additional Provisions

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

2. Avoidance of Conflicts of Interest by Grantee

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

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

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

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

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

“Breach” means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: “Confidential information” means information that:
 1. does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word “confidential” by CDPH.
 - C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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Information Privacy and Security Requirements
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- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein):
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

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

- IV. **Disclosure Restrictions:** The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. **Use Restrictions:** The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. **Safeguards:** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. **Security:** The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. **Security Officer:** At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. **Training:** The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. **Employee Discipline:** Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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

XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

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

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

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

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

- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
 - A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

 - B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique username for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password

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changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

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

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

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and e-mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

4. Business Continuity / Disaster Recovery Controls

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

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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

- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

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

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

Index of Special Terms and Conditions

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

1. Federal Funds

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

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

2. Federal Equal Opportunity Requirements

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

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

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

3. Debarment and Suspension Certification

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

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

4. Covenant Against Contingent Fees

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

5. Air or Water Pollution Requirements

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

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

6. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any

disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

7. **Additional Restrictions**

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

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

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

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

8. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

9. Financial and Compliance Audit Requirements

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

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

10. Audit and Record Retention

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

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

- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

11. Federal Requirements

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

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

County of Kings

Name of Grantee

Printed Name of Person Signing for Grantee

21-10559

Contract / Grant Number

Signature of Person Signing for Grantee

Date

Title

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

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

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or 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.



Recipient Information

1. Recipient Name

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

2. Congressional District of Recipient

06

3. Payment System Identifier (ID)

1743204993A1

4. Employer Identification Number (EIN)

743204993

5. Data Universal Numbering System (DUNS)

799150615

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

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

8. Authorized Official

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

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

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

10. Program Official Contact Information

Ms. Britney Johnson
mwq4@cdc.gov
404.718.5604

Federal Award Information

11. Award Number

6 NH25PS005127-03-02

12. Unique Federal Award Identification Number (FAIN)

NH25PS005127

13. Statutory Authority

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

14. Federal Award Project Title

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

15. Assistance Listing Number

93.977

16. Assistance Listing Program Title

Preventive Health Services_Sexually Transmitted Diseases Control Grants

17. Award Action Type

Supplement

18. Is the Award R&D?

No

Summary Federal Award Financial Information

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

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Mr. Arthur Lusby
Grants Management Officer, Team Lead

30. Remarks

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



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

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

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



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 6 NH25PS005127-03-02

FAIN# NH25PS005127

Federal Award Date: 06/21/2021

Direct Assistance

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

AWARD ATTACHMENTS

California Department of Public Health

6 NH25PS005127-03-02

1. Revised Terms

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

ADDITIONAL AWARD INFORMATION

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

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

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

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

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

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

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

Unallowable Costs:

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

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

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

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

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

REPORTING REQUIREMENTS

The following is a summary of the reporting requirements:

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

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

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

PAYMENT INFORMATION

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

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

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

Document Number: **19NH25PS005127C3**

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

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

Office of Grants Services Contact:

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

PLEASE REFERENCE AWARD NUMBER ON ALL CORRESPONDENCE

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

Grant Activities

1. Service Overview

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

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

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

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

2. Service Location

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

3. Service Hours

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

4. Project Representatives

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

5. Services to be Performed

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

**Grant Activities
DIS Workforce Development**

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

**Grant Activities
DIS Workforce Development**

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

Summary of Required Reports and Data

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

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

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

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

1. Overview

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

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

2. Grantee's Responsibilities

The Grantee agrees to:

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

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

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

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

**California Department of Public Health
Sexually Transmitted Disease Control Branch
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3. Reporting Requirements

A. Case Report, Laboratory, and Interview Record

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

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

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

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

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

B. Performance Measurement and Program Evaluation

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

C. Data Security and Confidentiality

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

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

**California Department of Public Health
Sexually Transmitted Disease Control Branch
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D. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

E. Financial Expenditures and Reporting

Grantees must maintain records reflecting actual expenditures. The CDPH STDCB reserves the right to question and re-negotiate reimbursement for any expenditure that may appear to exceed a reasonable cost for the service. Financial expenditures/reporting are required and must be submitted within 45 calendar days after the end of each quarter. Annual financial expenditures and reporting should be submitted no later than 45 days after the end of the budget period. Invoices should be sent to STDLHJInvoices@cdph.ca.gov.

F. Performance Progress Reporting

Annual Performance Progress Reports are due no later than 30 days after the end of the budget period (e.g., January 31, 2023), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to STDLHJContracts@cdph.ca.gov.

4. Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch

- A. The CDPH STDCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 10, 2023

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Everardo Legaspi
SUBJECT: HIV CARE PROGRAM AGREEMENT AMENDMENT

SUMMARY:

Overview:

The Kings County Department of Public Health (KCDPH) receives funds from the California Department of Public Health (CDPH), Office of AIDS (OA), to provide care and support services to people in Kings County with Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS). These funds assist those impacted with HIV/AIDS by providing case management, health education, treatment adherence counseling, and other services to improve the overall health outcome of those affected. On June 4, 2019, this Board authorized the Kings County Department of Public Health to accept the HIV Care program funding. The California Department of Public Health recently sent out an amended grant agreement 18-10871 to be signed and submitted therefore this item is being brought back to the Board for final signatures.

Recommendation:

Approve the amendment to Agreement 18-10871 between the County and the California Department of Public Health to provide support services to people in Kings County with Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome.

Fiscal Impact: The original approved 5-year agreement allocation was \$350,637. The amended 5-year agreement is \$388,042, resulting in an overall increase of \$37,405. There is no change requested to the current year 2022-2023 adopted budget under budget unit 418500.

BACKGROUND:

On June 4, 2019, this Board authorized the Kings County Department of Public Health (KCDPH) to accept the HIV Care program funding. The California Department of Public Health (CDPH) provides funds to KCDPH on
(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

HIV CARE PROGRAM AGREEMENT AMENDMENT

January 10, 2023

Page 2 of 2

a yearly basis from April 1, 2019 through March 31, 2024 in the amount of \$350,637. The new amended agreement reflects a new maximum amount of \$388,042 over the five-year grant period.

The HIV CARE Program provides comprehensive care and support services to minimize the number of people with HIV infections, giving them to access appropriate care, treatment, support, and prevention services, while reducing the risk of treatment failure or HIV transmission.

Additionally, the program works to minimize new HIV infections through outreach activities, education, and prevention. This is primarily accomplished by providing case management services, health education/risk reduction, treatment adherence counseling, psychosocial support services, AIDS pharmaceutical assistance, medical transportation services, early intervention services, and referral to mental health and substance abuse services.

CALIFORNIA Ryan White HIV/AIDS PROGRAM – Part B Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Kings, hereinafter “Grantee”

Implementing the project, “HIV Care Program”, hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 18-10871, A1

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

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

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to: Increase the funding amount, and to modify Project Representatives. There are no additional changes to this grant.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by \$37,405 and is amended to read: The maximum amount payable under this Grant shall not exceed ~~\$350,637~~ **\$388,042** (Three Hundred Eighty Eight Thousand and Forty Two Dollars).

AMENDED STANDARD PROVISIONS: The following exhibits are replaced in their entirety, attached, and made a part of this Grant by this reference:

Exhibit A, A1 Letter of Intent

Exhibit A1, A1 List of allocations

Exhibit B, A1 Budget Detail and Payment Provisions

PROJECT REPRESENTATIVES.

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

California Department of Public Health	County of Kings
Jessica Heskin, Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5819 Fax: (916) 449-5959 Email: jessica.heskin@cdph.ca.gov	Nichole Fisher Anthony Yun , Nursing Division Manager Program Manager 330 Campus Drive Hanford, CA 93230 Telephone: (559) 852-2586 4654 Fax: Email: nichole.fisher Anthony.Yun@co.kings.ca.us

Direct all inquiries to:

California Department of Public Health	County of Kings
Patricia Bittle Casey Triggs , HIV Care Program Advisor 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5988 5819 Fax: (916) 449-5959 Email: patricia.bittle casey.triggs@cdph.ca.gov	Christine King Crystal Hommerding , Physician Assistant Fiscal Analyst III 330 Campus Drive Hanford, CA 93230 Telephone: (559) 852-2619 4593 Fax: (559) 589-0482 Email: christine.king crystal.hommerding@co.kings.ca.us

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

Remittance Address
County of Kings FISCAL ID: 0000012471 Cashier – Crystal Hommerding Juana Sierra-Perez , Fiseal Specialist III Fiscal Analyst I 1400 W. Lacey Blvd. Hanford, CA 93230 Telephone: (559) 852-4593 95 Fax: (559) 589-9788 Email: crystal.hommerding juana.sierra- perez@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 the agreement. 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 which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

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

Executed By:

Date: _____

County of Kings
1400 W. Lacey Blvd
Hanford, CA 93230

Date: _____

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



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

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



GAVIN NEWSOM
 Governor

Exhibit A, A1
 Letter of Intent

February 4, 2022

Crystal Hommerding
 King’s County Public Health Department
 330 Campus Drive,
 Hanford CA 93230

Dear Crystal,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the intent to award funds to Kings County for the Ryan White HIV/AIDS Program (Part B) (RWHAP)/HIV Care Program (HCP) and, if applicable, the Minority AIDS Initiative (MAI).

The goals of CDPH/OA are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support, and (3) reduce HIV/AIDS-related health disparities. CDPH/OA utilizes federal Health Resources Services Administration funds to provide support for HIV/AIDS services in local communities (FAIN X0712778, DUNS 799150615, UEI KD2JSY6LNMW7, CFDA 93.917). As the State grantee for RWHAP, CDPH/OA allocates those funds for the administration of the HCP and MAI through grants with Local Health Jurisdictions and Community Based Organizations for the provision of medical and support services to low-income people living with HIV.

These funds will be available to County of Kings on a yearly basis from April 1, 2019 – March 31, 2024. The amount of funding allocated is on an annual basis through a non-competitive formula. Your maximum amount for the five-year grant period is \$388,042 for the purpose of serving persons living with HIV in the County of Kings.

	Annual Amount for Years 1 to 3	Annual Amount for Years 4 to 5	Total Amount for Years 1 to 5
HIV Care Program	\$85,732	\$65,423	\$388,042
Minority AIDS Initiative	Not applicable	Not applicable	Not applicable
Emerging Communities	Not applicable	Not applicable	Not applicable
Housing Plus Project	Not applicable	Not applicable	Not applicable

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. 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.

The funds must be used to provide allowable services under RWHAP Part B. For guidance see the Scope of Work (https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/HCPMAI%20SOWFINAL_Nov2018_ADA.pdf). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by March 4, 2022. The documents should be e-mailed to your assigned HIV Care Program Advisor.

If you have any questions, please feel free to contact me at abel.martinez@cdph.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abel Martinez', with a stylized flourish at the end.

Abel Martinez, MPH
Chief, Care Operations Unit
Office of AIDS, California Department of Public Health

Exhibit AI, A1
List of Allocations

County of Kings
18-10871 A1

Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Alameda	\$1,366,541 \$1,366,542	\$1,366,541 \$1,366,542	\$1,366,541 \$1,366,542	\$1,366,541 \$1,320,507	\$1,366,541 \$1,320,507	\$6,832,707 \$6,740,640
Butte (Includes Glenn)	\$172,438 \$172,438	\$140,250 \$172,438	\$140,250 \$172,438	\$140,250 \$144,958	\$140,250 \$144,958	\$733,472 \$807,230
Contra Costa	\$611,187 \$724,567	\$480,375 \$611,187	\$480,375 \$611,187	\$480,375 \$588,268	\$480,375 \$588,268	\$2,532,688 \$3,123,477
Humboldt (Includes Del Norte)	\$160,401 \$160,401	\$136,165 \$160,401	\$136,165 \$160,401	\$136,165 \$187,948	\$136,165 \$187,948	\$701,061 \$857,099
Imperial	\$153,036 \$153,036	\$80,355 \$153,036	\$80,355 \$153,036	\$141,596 \$141,596	\$141,596 \$141,596	\$742,300 \$742,300
Inyo	\$80,355 \$50,885	\$80,355 \$56,917	\$80,355 \$56,917	\$80,355 \$0	\$80,355 \$0	\$401,775 \$164,719
Kern	\$876,915 \$876,914	\$765,179 \$1,076,192	\$765,179 \$1,171,815	\$765,179 \$1,060,782	\$765,179 \$1,060,782	\$3,937,629 \$5,246,485
Kings	\$85,732 \$85,732	\$66,226 \$85,732	\$66,226 \$85,732	\$66,226 \$65,423	\$66,226 \$65,423	\$350,637 \$388,042
Long Beach	\$1,347,497 \$1,347,497	\$1,104,424 \$1,347,497	\$1,104,424 \$1,347,497	\$1,104,424 \$1,328,947	\$1,104,424 \$1,328,947	\$5,765,194 \$6,700,385
Los Angeles	\$5,000,000 \$5,000,000	\$5,000,000 \$5,000,000	\$5,000,000 \$5,000,000	\$5,446,809 \$5,446,809	\$5,446,809 \$5,446,809	\$25,893,618 \$25,893,618
Madera	\$98,794 \$98,794	\$77,958 \$98,794	\$77,958 \$98,794	\$93,399 \$93,399	\$93,399 \$93,399	\$440,626 \$483,180
Marin	\$196,406 \$196,406	\$161,170 \$196,406	\$161,170 \$196,406	\$161,170 \$215,167	\$161,170 \$215,167	\$841,086 \$1,019,552
Merced	\$124,811 \$124,811	\$95,393 \$124,811	\$95,393 \$124,811	\$95,393 \$111,632	\$95,393 \$111,632	\$506,381 \$597,697
Mono	\$44,550 \$44,550	\$44,550 \$44,550	\$0 \$0	\$0 \$0	\$0 \$0	\$222,750 \$89,100
Monterey (Includes San Benito)	\$342,999 \$342,999	\$270,701 \$342,999	\$270,701 \$342,999	\$270,701 \$311,421	\$270,701 \$311,421	\$1,425,804 \$1,651,839
Nevada	\$49,862 \$49,862	\$38,366 \$49,862	\$38,366 \$49,862	\$38,366 \$47,570	\$38,366 \$47,570	\$203,324 \$244,726
Orange	\$2,315,662 \$2,705,624	\$2,315,662 \$2,285,779	\$2,315,662 \$1,882,554	\$2,315,662 \$2,295,489	\$2,315,662 \$2,295,489	\$11,968,272 \$11,464,935
Plumas (Includes Lassen, Modoc, Sierra, Siskiyou)	\$233,694 \$233,694	\$181,513 \$233,694	\$181,513 \$233,694	\$181,513 \$206,044	\$181,513 \$206,044	\$959,744 \$1,113,170
Riverside	\$1,454,431 \$1,454,431	\$1,149,316 \$1,454,431	\$1,149,316 \$1,454,431	\$1,149,316 \$1,234,044	\$1,149,316 \$1,234,044	\$6,051,693 \$6,831,381
Sacramento (includes El Dorado, Placer and Yolo)	\$943,680 \$1,262,278	\$986,066 \$1,262,278	\$986,066 \$1,262,278	\$986,066 \$1,318,415	\$986,066 \$1,318,415	\$4,718,464 \$6,423,664
San Bernardino	\$943,680 \$1,033,680	\$943,680 \$943,680	\$943,680 \$943,680	\$943,680 \$905,254	\$943,680 \$905,254	\$4,718,464 \$4,731,548
San Diego	\$2,291,806 \$2,291,806	\$2,291,806 \$2,291,806	\$2,291,806 \$2,291,806	\$2,291,806 \$2,297,977	\$2,291,806 \$2,297,977	\$11,459,032 \$11,471,372
San Francisco	\$3,248,921 \$3,248,921	\$2,672,237 \$3,248,921	\$2,672,237 \$3,248,921	\$2,672,237 \$3,259,617	\$2,672,237 \$3,259,617	\$13,937,869 \$16,265,997
San Joaquin	\$552,736 \$767,907	\$464,049 \$863,530	\$464,049 \$863,530	\$464,049 \$844,608	\$464,049 \$844,608	\$2,408,933 \$3,873,389
San Mateo	\$384,482 \$384,482	\$302,549 \$384,482	\$302,549 \$384,482	\$302,549 \$367,992	\$302,549 \$367,992	\$1,594,678 \$1,889,830
Santa Barbara	\$257,928 \$257,928	\$214,474 \$257,928	\$214,474 \$257,928	\$214,474 \$224,713	\$214,474 \$224,713	\$1,115,824 \$1,223,210
Santa Clara	\$1,106,107 \$1,033,492	\$883,493 \$1,362,869	\$883,493 \$1,458,492	\$883,493 \$1,260,321	\$883,493 \$1,260,321	\$4,639,080 \$6,375,495
Santa Cruz	\$144,818 \$144,818	\$114,195 \$144,818	\$114,195 \$144,818	\$114,195 \$224,624	\$114,195 \$224,624	\$601,598 \$883,702
Solano	\$234,144 \$234,144	\$234,144 \$234,144	\$234,144 \$234,144	\$234,144 \$125,089	\$234,144 \$125,089	\$1,170,719 \$952,610
Stanislaus	\$186,573 \$186,573	\$186,573 \$186,573	\$186,573 \$186,573	\$186,573 \$202,919	\$186,573 \$202,919	\$932,865 \$965,557
Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tulare	\$245,689 \$245,690	\$245,689 \$195,983	\$245,689 \$165,983	\$245,689 \$232,699	\$245,689 \$232,699	\$1,228,447 \$1,073,054
Ventura	\$562,354 \$562,354	\$419,904 \$562,354	\$419,904 \$562,354	\$419,904 \$479,596	\$419,904 \$479,596	\$634,110 \$2,646,254
Ampla Health (Colusa, Sutter, Yuba)	\$154,493 \$154,493	\$159,995 \$154,493	\$159,995 \$154,493	\$159,995 \$337,989	\$159,995 \$337,989	\$840,419 \$939,457
Caring Choices (Shasta, Tehama, Trinity)	\$209,439 \$209,439	\$159,995 \$209,439	\$159,995 \$209,439	\$0 \$0	\$0 \$0	\$628,317 \$628,317
Community Medical Center (Fresno)	\$713,514 \$713,514	\$568,066 \$713,514	\$568,066 \$713,514	\$0 \$674,454	\$0 \$674,454	\$1,995,096 \$3,489,450
CCMC (Lake and Mendocino)	\$423,048 \$123,050	\$407,446 \$123,048	\$407,446 \$123,048	\$407,446 \$98,185	\$407,446 \$98,185	\$552,834 \$565,516
John C. Fremont (Mariposa)	\$44,195 \$44,195	\$44,195 \$44,195	\$44,195 \$44,195	\$44,195 \$40,019	\$44,195 \$40,019	\$220,877 \$212,623
Queen of the Valley (Napa)	\$83,148 \$83,148	\$65,247 \$83,148	\$65,247 \$83,148	\$65,247 \$82,009	\$65,247 \$82,009	\$344,137 \$413,462
Access Support Network (San Luis Obispo)	\$122,100 \$122,100	\$93,227 \$122,100	\$93,227 \$122,100	\$93,227 \$117,835	\$93,227 \$117,835	\$495,008 \$601,970
Santa Rosa CHC (Sonoma)	\$334,949 \$334,949	\$265,809 \$334,949	\$265,809 \$334,949	\$265,809 \$379,814	\$265,809 \$379,814	\$1,398,186 \$1,764,475
Sierra Hope (Alpine, Amador, Calaveras, Inyo, Mono, Tuolumne)	\$133,451 \$133,451	\$104,013 \$133,451	\$104,013 \$178,001	\$104,013 \$183,999	\$104,013 \$183,999	\$549,505 \$812,901
Total	\$28,444,129 \$28,546,424	\$28,589,575 \$28,623,348	\$28,444,126 \$28,476,992	\$27,876,061 \$28,458,132	\$27,876,061 \$28,258,132	\$141,229,960 \$142,363,028

Exhibit B, A1
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in the Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

~~B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:~~

~~Invoice Desk
California Department of Public Health
CARE Program
MS-770
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899-7426~~

Invoices shall include the Grant Number and shall be e-mailed as signed copies of HCP invoices (PDF format), including HCP Summary Tracking (Excel format) and detailed supporting documentation directly to the HCP invoice inbox:

HCP_Invoices@cdph.ca.gov

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the 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.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

Exhibit B, A1
 Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed ~~\$350,637~~ **\$388,042**.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Invoices

- ~~A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.~~

An invoice shall be submitted for payment no more than forty-five (45) calendar days following the end of each quarterly service period or thirty (30) calendar days following each monthly service period. The quarterly invoicing deadlines are as follows:

<u>Quarter</u>	<u>Invoice Due Date</u>
<u>Quarter 1 (April 1st – June 30th)</u>	<u>August 15th</u>
<u>Quarter 2 (July 1st – September 30th)</u>	<u>November 15th</u>
<u>Quarter 3 (October 1st – December 31st)</u>	<u>February 15th</u>
<u>Quarter 4 (January 1st – March 31st)</u>	<u>May 15th</u> <u>Note: No extensions will be approved as this date is a hard deadline for the purposes of closing out the federal grant. Invoices received after this date may not be reimbursed.</u>

- ~~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.~~
If invoice is not submitted by the deadline, and extension may be offered for a MAXIMUM of fourteen (14) calendar days. NO EXTENSIONS MAY BE GRANTED FOR THE Q4 INVOICE. If the invoice is not submitted after the two-week extension, current quarterly/monthly expenditures shall be combined in the next invoice submission, but this may cause significant delays in reimbursement for all invoices for the current FY. Q4 invoice (including any charges from previous quarters) has a hard deadline of May 15th.

6. Grant Closure

- A. Upon the expiration or termination date of this Grant:
 - 1) **A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following this date. 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.**
 - 2) **A final list of all paid invoices and a completed Contractor Release Form (CDPH 2532) must be emailed to the HCP_Invoices@cdph.ca.gov once all payments are received.**

Exhibit B, A1
Budget Detail and Payment Provisions

**RELEASE FORM SHOULD NOT BE SIGNED BY ANY PARTIES UNTIL ALL INVOICES
HAVE BEEN PAID AND RECEIVED.**

B. The State may, at its discretion, choose not to honor any delinquent final invoice.

6-7. Travel and Per Diem Reimbursement

**Any reimbursement for necessary travel and per diem shall be at the rates currently in effect
as established by the California Department of Human Resources (CalHR).**

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 10, 2023

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: SERVICE HANDGUN PURCHASE

SUMMARY:

Overview:

The Kings County Sheriff's Office is seeking authorization to allow the Deputy Sheriffs' Association to purchase service handgun for Deputy Sheriff Jerry Blackburn and authorize the Kings County Sheriff's Office to purchase a handgun as a replacement.

Recommendation:

- a. Authorize the Sheriff's Office to allow the Deputy Sheriffs' Association to purchase the service handgun for Deputy Sheriff Jerry Blackburn;
- b. Approve the purchase of a Glock handgun as replacement;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The Deputy Sheriffs' Association will pay replacement value of the handgun, estimated to be \$440. The Kings County Sheriff's Office will purchase a replacement weapon at a cost, not to exceed \$440, to be paid out of Budget Unit 222000.

BACKGROUND:

The Deputy Sheriffs' Association is requesting to purchase a Glock handgun from the Kings County Sheriff's Office. In turn, the Deputy Sheriff's Association will present the service handgun as a retirement gift to Deputy Sheriff Jerry Blackburn. The Kings County Sheriff's Office is asking to purchase a new handgun to replace the handgun.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only
Date _____
J/E No. _____
Page of _____

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff-Operations	Firearms	100000	222000	94009	\$440
TOTAL						\$440

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff-Operations	Other Revenue	100000	222000	88025	\$440
TOTAL						\$440

(B) Budget Transfer:

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

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

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

Purchase of (2) Commercial Washing Machines. KCSO will move funds in for the actual cost of completed purchase/install from the Prison Inmate Welfare Fund 100810.

Dept. of Finance Approval _____

Department Head  _____

Administration Approval  _____

Board Approval _____

BOS meeting date _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 10, 2023

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

SUBJECT: AMERICAN RESCUE PLAN ACT CEMETERY DISTRICT AGREEMENT

SUMMARY:

Overview:

On July 12, 2022, the Board approved \$500,000 in American Rescue Plan Act (ARPA) funding for Cemetery District Operational Relief to provide relief funding to cemetery districts who have faced adverse impacts due to the pandemic.

Recommendation:

Approve the agreement with the Corcoran Cemetery District for American Rescue Plan Act relief funding.

Fiscal Impact:

There is no impact to the County’s General Fund. The agreement amount with the Corcoran Cemetery District is \$100,000, with funding coming from the County’s ARPA allocation.

BACKGROUND:

The purpose of this ARPA project is to address the respective increased costs and operational challenges secondary to the COVID-19 pandemic within the county. Since the emergency of the COVID-19 pandemic, there have been a total of 426 deaths attributed to the virus in Kings County. As a result, services provided in these cases have increased, causing a strain on the existing cemetery districts. These strains have been realized in increased workloads, equipment maintenance, staffing shortages and other operational processes. Additionally, the current logistical challenges and increase in operational expenses secondary to the aftermath of the pandemic have created financial strains on these districts.

The county has three cemetery districts with cemeteries located in the county (Hanford, Lemoore, and Corcoran). Hanford and Lemoore Cemetery District agreements were Board approved on December 6, 2022.

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

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



Agreement No. _____

**Grant Agreement between County of Kings and Corcoran Cemetery District
for America Rescue Plan Act Funding**

THIS AGREEMENT is entered into by and between the County of Kings, a political subdivision of the State of California (“County”) and the Corcoran Cemetery District (“Recipient”) (singularly, a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County received funding under the American Rescue Plan Act (“ARPA”) to mitigate the impacts of COVID-19 throughout the county;

WHEREAS, the Recipient is one (1) of three (3) cemetery districts located in Kings County and provides burial services in Kings County;

WHEREAS, Recipient suffered significant increase in demand for burial services directly related to the COVID-19 pandemic;

WHEREAS, COVID-19 has not subsided, and deaths continue to occur, resulting in increased workload;

WHEREAS, Recipient’s operational costs increased, including increased workload and wear and tear on equipment, and staffing shortages;

WHEREAS, the County may use its ARPA funding to mitigate negative economic impacts of the COVID-19 pandemic by granting funds to Recipient;

WHEREAS, the Kings County Board of Supervisors (“the Board”) determined granting relief funds to cemetery districts is a good and proper use of the County’s allocated ARPA funds; and

WHEREAS, on or about July 12, 2022, the Board approved granting \$500,000 in total funds to assist the cemetery districts in Kings County (“Grant Funds”).

NOW, THEREFORE, the Parties agree as follows:

1. **TERM.** This Agreement commences on the Effective Date and remains in full force and effect until both Parties complete performance.
2. **FUNDING.** The County shall grant Recipient \$100,000 and Recipient shall use the funds to cover increased operational costs caused by the substantial increase in

deaths in Kings County due to the COVID-19 pandemic. This funding is a one (1) time lump sum payment, and Recipient shall not use the Grant Funds to supplant funding from any other sources. The County shall release \$100,00 of the Grant Funds to Recipient upon full execution of this Agreement. Recipient shall allow the County to audit Recipient's records to determine if the funds have been used in accordance with this Agreement.

3. **LIABILITY OF COUNTY.** Notwithstanding any other provision of this Agreement, in no event will the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement.

4. **HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.** Each Party shall hold harmless, defend, and indemnify the other Party, its agents, officials, officers, and employees from and against any liability, claims, actions, costs, damages, or losses of any kind, including injury to any person and/or damage to property arising out of or relating to the Party's acts or omissions under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

5. **RECORDS.** Recipient shall maintain complete and accurate records with respect to the receipt and disbursement of funds under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the County or the Federal or State governments. All applicable records will be clearly identified, maintained on site, and be kept readily accessible.

6. **NOTICES.** Any notice to be given must be in writing and delivered either personally, sent by email, or sent by first class mail, postage prepaid and addressed as follows:

County	Recipient
Administration	Corcoran Cemetery District
County of Kings	P.O. Box 805
1400 West Lacey Blvd., Building 1	Corcoran, CA 93212
Hanford, CA 93230	

Notice personally delivered is effective when delivered. Notice sent by electronic mail is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

7. **CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If a court of competent

jurisdiction finds this Agreement to be in conflict with any code or regulation governing its subject matter, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the funds may need to be returned to the County. Such a termination will be treated as a no-fault termination for cause. In all other cases, the remainder of the Agreement shall remain in full force and effect.

8. **NONDISCRIMINATION.** In rendering services 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, gender expression, sexual orientation, military status, or any other protected basis.

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.

9. **MODIFICATION.** No part of this Agreement may be modified without the written consent of both Parties.

10. **RECITALS.** The Recitals to this Agreement are fully incorporated into and integral parts of this Agreement.

11. **GOVERNING LAW.** This Agreement is governed under the laws of the State of California without reference to any conflicts of law principles. The Parties entered into this Agreement in Kings County, California, rendering Kings County as the appropriate venue for any litigation initiated under this Agreement.

12. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

13. **CONTINUING WAIVER.** The failure of either Party to insist on strict compliance with any provision of this Agreement is not a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment is a waiver of any preceding breach of the Agreement by the other Party.

14. **HEADINGS.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

15. ASSIGNMENT. No part of this Agreement may be assigned, transferred, or sold by Recipient without the prior written consent of the County.

16. COMPLIANCE WITH LAWS. Recipient shall comply with all federal, state, and local laws, ordinances, rules, and regulations as are applicable to this Agreement.

17. CONFLICT OF INTEREST. Recipient agrees to comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., the Political Reform Act, Government Code Section 81000 et seq., and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. Recipient further agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the County and provide all information needed for resolution of this question.

18. COUNTERPARTS AND ELECTRONIC SIGNATURES. The Parties may sign this Agreement in counterparts, each of which is an original, and all taken together, form a single document. The Parties may execute this Agreement using electronic means.

19. AUTHORITY. Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the party to which its signature represents.


SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties executed this Agreement on the day and year signed by the last Party below.

COUNTY OF KINGS

RECIPIENT

By: _____
Richard Valle, Chair
Kings County Board of Supervisors

By:  _____
Troy VanVelson
President, Corcoran Cemetery District

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: _____
Cindy Crose Kliever, Deputy 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 January 10, 2023

SUBMITTED BY: Administration – Edward Hill
Chemical Waste Management – Bob Henry

SUBJECT: KETTLEMAN HILLS WASTE FACILITY QUARTERLY REPORT

SUMMARY:

Overview:

Quarterly report of facility activities at the Kettleman Hills Hazardous Waste Facility. The report will be given by representatives from Chemical Waste Management, the company that operates the facility.

Recommendation:

Accept the report from Chemical Waste Management.

Fiscal Impact:

None.

BACKGROUND:

On December 22, 2009, the Kings County Board of Supervisors adopted Resolution No. 09-073, which authorized issuing Conditional Use Permit No. 05-10 for Chemical Waste Management, Incorporated (CWM) to operate the Kettleman Hills Hazardous Waste Facility. As part of the conditions of approval as cited in condition #B-4 of Resolution No. 09-073, “That the General Manager of the CWM Kettleman Hills Facility shall give quarterly rather than monthly reports to the Board of Supervisors, in person, concerning the monitoring program and any and all other work or activity at the site, including any and all information sent to all regulatory agencies.” In accordance with these provisions, the General Manager will attend the meeting updating your Board on the previous quarter’s activities. The Board also may, from time-to-time, require special reports concerning specific items or activities about which they are concerned in addition to the regular update.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 10, 2023

SUBMITTED BY: Jim Erb, Director of Finance

SUBJECT: RELEIF OF LIABILITY FROM A THEFT OF COUNTY FUNDS

SUMMARY:

Overview:

The County experienced a monetary loss of \$84,988 due to external criminal activity and is requesting the board to adopt the budget adjustment to cover the portion of the loss that will not be recovered. The loss amount is approximately 10% of the total (\$893,755) misappropriated funds. Thanks to the quick work of the County Sheriff's Department and Homeland Security we were able to recover 90% of the funds).

Recommendation:

Adopt the budget adjustment from contingencies to cover the actual loss of \$84,988.

Fiscal Impact:

The total theft was \$893,755. Of that amount, \$808,767 will be returned to the County. The County has received \$12,544 to date and will receive the remaining \$796,223 once released from Homeland Security. The total amount of unrecovered funds is \$84,988. The amount is being requested to come from the County's general fund contingencies budget 990000 in the amount of \$84,988 and be transferred to the Kings County Senate Bill 81 Juvenile hall project budget unit 700003.

BACKGROUND:

On November 29, 2021 the County fell victim to a sophisticated fraud scheme where people falsely represented themselves as a contractor currently working on a County project. A person or persons representing themselves as the Chief Financial Officer (CFO) of a contracted company started communicating with our Department through e-mail. Once they gained the knowledge they needed they contacted the department requesting funds be released using an alternative payment method.

(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

RELIEF OF LIABILITY FROM A THEFT OF COUNTY FUNDS

January 10, 2023

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After approximately five days the actual CFO of the contracted company contacted us inquiring about the payment. We immediately realized what happened and contacted the Kings County Sheriff's Department. The Sheriff's Department contacted the appropriate State and Federal Agencies who, within a few hours, were able to start tracing an elaborate scheme of money being transferred to a variety of accounts. Knowing exactly how to respond, the Sheriff's Department most likely saved the County from losing the full amount.

Since this incident we have revised our accounts payable procedures to include a multi-factor verification with a physical person at the company requesting the banking change. We have separated the tasks of reviewing and posting any payment method changes so more than one person is reviewing the request. In order to request changes moving forward the vendor must provide additional verification methods. We have also restructured staffing and now have a Senior Accountant-Auditor supervising the Accounts Payable Division.

Our new procedures have stopped at least four similar attempts of fraud in our account's payable division.

We respectfully request the board to adopt the budget change. The funds were stolen from a Capital Project and will be needed to complete the project.

Other Department Involvement:

This request was reviewed with the Administrative Office and County Counsel. The Sheriff's Department was instrumental in the recovery of the funds.

Business Impact Statement:

Clearly a theft of County funds whether it be from a petty cash fund, or a large-scale project has a negative impact on County finances and operations. When these events are discovered, procedures must be changed to prevent them from happening again. Many events can be prevented by maintaining adequate levels of staffing and appropriate training.

Alternatives:

No alternatives.

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
Capital Outlay	KC SB 81 Project	SB 81 Project	200000	700003	94105	84,988
					TOTAL	84,988

Funding Sources:

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Capital Outlay	KC SB 81 Project	Revenue Transfer In	200000	700003	89000	84,988
					TOTAL	84,988

(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 Contignencies	100000	990000	99000	84,988
					TOTAL	84,988

Transfer To:

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
General	Cont to Other Funds	Exp. Transfer Out	100000	179000	96000	84,988
					TOTAL	84,988

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

Auditor Approval _____ Department Head J. P. Sch

CAO Approval Kyria Martinez 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 January 10, 2023

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: FISCAL YEAR 21/22 SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY
IMPROVEMENT PROJECT NOTICE OF COMPLETION
SUMMARY:

Overview:

On August 30, 2022, the Board approved an agreement with Agee Construction Corporation to place Hot Mix Asphalt overlays with Pavement Fabric and Slurry Seals on approximately eighteen (17.77) miles of county roads. Pursuant to the contract with Agee Construction Corporation, a Notice of Completion must be filed to provide notice to interested parties that the work has been completed.

Recommendation:

Approve the Notice of Completion for the Senate Bill -1 FY 21-22 Funded Kings County Roadway Improvement Project to provide notice to interested parties that the work has been completed.

Fiscal Impact:

This project is fully funded through Senate Bill (SB)-1 Funds and Road Funds and will not impact the General Fund. The total for the project was \$4,778,111 including change orders. SB-1 funds are shown in the adopted Fiscal Year 2022-2023 Budget Unit 311000.

BACKGROUND:

Senate Bill-1 (SB-1) is a transportation investment to rebuild California by providing funding to repair streets, highways, and bridges across the state. Kings County has received a significant influx of new revenue to invest in the local road system from SB-1, which was enacted on April 28, 2017. This measure was in response to California’s significant funding shortfall to maintain the state’s multimodal transportation network. SB-1 provides for inflationary adjustments so that the purchasing power of the revenue does not diminish as it has in the past. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on state

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FISCAL YEAR 21/22 SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT NOTICE OF COMPLETION

January 10, 2023

Page 2 of 2

highways, local streets and roads, and bridges to improve trade corridors, transit, and active transportation facilities. Other eligible uses include traffic signals and drainage improvements. County roads will also be eligible to compete for additional funding for active transportation and congested corridor projects.

Attachment A

FY21-22 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

#	ROAD SEGMENT	TREATMENT	LOCATION	W=FT	MILES	TON
1	Kansas Ave	Hot Mix Asphalt Concrete	16th Ave to State Route 41	28	4.00	6,353
2	6th Ave	Hot Mix Asphalt Concrete	State Route 198 to Excelsior Ave	25	5.00	8,210
3	Grangeville Blvd	Hot Mix Asphalt Concrete	14th Ave to 18th Ave	30	4.00	7,320
4	Excelsior Ave.	Hot Mix Asphalt Concrete	19th Ave to 16th Ave	25	3.00	4,267
Total Hot Mix Asphalt Concrete Overlay					16.00	26,150

#	ROAD SEGMENT	TREATMENT	LOCATION	W=FT	MILES	SY
1	Liberty Dr	Type II Slurry Seal	13 1/2 Ave to Frontier St	25	0.25	3,723
2	Frontier St	Type II Slurry Seal	Liberty Dr to Grangeville Blvd	25	0.19	2,737
3	Heritage Ln	Type II Slurry Seal	Liberty Dr to End	25	0.12	2,322
4	Locust St	Type II Slurry Seal	Arbor Dr to 14 1/2 Ave	40	0.14	3,792
5	Ambrose St	Type II Slurry Seal	Locust St to Front St	20	0.07	800
6	Front St	Type II Slurry Seal	13th Ave to 14th Ave	20	1.00	15,840
Total Slurry Seal Area					1.77	29,214

When Recorded Return to:
Department of Public Works
Mitchel Cabrera, P.E., Chief Engineer
Govt. Code 6103

NOTICE OF COMPLETION

YOU ARE HEREBY NOTIFIED:

1. The owner of the work of improvement: County of Kings, 1400 West Lacey Blvd., Hanford, CA 93230.
2. The undersigned is the Chairman of the Board of Supervisors of the County of Kings.
2. The work of improvement is located: various locations within Kings County, California, more specifically described in Attachment A, attached to this notice of completion.
2. The work of improvement is particularly described as: Placement of Hot Mix Asphalt overlays over pavement fabric and Type II Slurry Seals on approximately eighteen (17.77) miles of various Kings County Roadway Segments (see Attachment A for specific locations).
3. The date of completion of the work of improvement: December 7, 2022.
5. The nature of the interest or estate of the owner is in fee.
6. The name of the original contractor for the work of Improvement: Agee Construction Corporation, PO Box 629, Clovis, CA 93613.

Richard Valle, Chairman, Board of Supervisors
County of Kings, State of California

I, the undersigned, say:

I am the person who signed the foregoing notice of completion. I have read the above notice of completion; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this 10th Day of January 2023.

Richard Valle, Chairman, Board of Supervisors
County of Kings, State of California

