



Kings County Board of Supervisors

Kings County Government Center
1400 W. Lacey Boulevard ❖ Hanford, California 93230
☎ (559) 852-2362 FAX (559) 585-8047

In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.

Agenda December 5, 2017

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman:	Craig Pedersen	(District 4)	Staff:	Larry Spikes, County Administrative Officer
Vice Chairman:	Richard Valle	(District 2)		Juliana Gmur, Assistant County Counsel
Board Members:	Joe Neves	(District 1)		Catherine Venturella, Clerk of the Board
	Doug Verboon	(District 3)		
	Richard Fagundes	(District 5)		

Please turn off cell phones and pagers, as a courtesy to those in attendance.

- I 9:00 AM** CALL TO ORDER
ROLL CALL – Clerk of the Board
INVOCATION – Robert Needham – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE
- II 9:00 AM** 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. Five (5) minutes are allowed for each item.
- III 9:05 AM** CONSENT CALENDAR
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.
- A. Approval of the Minutes: November 21, 2017**
- B. Behavioral Health Department:**
1. Consider authorizing the Chairman to sign the Mental Health Services and Substance Use Disorder Programs Agreement with Kings View Counseling Services effective July 1, 2017 through June 30, 2018.
 2. Consider authorizing the Chairman to sign an Agreement with Kings Community Action Organization for domestic violence survivors at the Barbara Seville Women’s Shelter effective July 1, 2017 through June 30, 2018.
 3. Consider authorizing the Chairman to sign an Agreement with Kings County Commission on Aging for the Respite Care Services program effective July 1, 2017 through June 30, 2018.
- C. Sheriff’s Office:**
Consider authorizing the Chairman to sign an Agreement with Inmate Calling Solutions, LLC for inmate calling and video services.

IV

REGULAR AGENDA ITEMS

- 9:10 AM A. Community Development Agency – Greg Gatzka**
Monthly report of the Planning Commission’s actions from their December 4, 2017 meeting.
- 9:15 AM B. Behavioral Health Department – Lisa Lewis/Cristobal Hernandez**
Consider authorizing the Chairman to sign the Agreement with Aspiranet for Wraparound Full Service Partnership services for children in Kings County effective October 1, 2017 to June 30, 2020.
- 9:20 AM C. Fire Department – Clay Smith/Matthew Boyett**
1. Consider authorizing the Chairman to sign the Agreement for fire services with the City of Avenal and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
2. Consider authorizing the Chairman to sign the Agreement for fire services with the City of Corcoran and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
3. Consider authorizing the Chairman and Fire Chief to sign the four year lease purchase Agreement with the Government Capital Corporation for financing of new fire patrol vehicles.
- 9:25 AM D. Administration – Larry Spikes/Domingo Cruz**
Consider adopting and waiving the second reading of Ordinance Number 520.19, the Master Fee Ordinance, including the Master Fee Schedule, effective February 5, 2018.

V

- 9:30 AM E. 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

VI

- 10:00 AM F. PUBLIC HEARING**
Community Development Agency – Greg Gatzka/Dan Kassik
Conduct a public hearing to accept comments regarding the County’s 2013 Community Development Block Grant accomplishments and consider authorizing the Community Development Agency Director to sign and submit the documents required to closeout the grant to the Department of Housing Community Development.
- 10:00 AM G. PUBLIC HEARING**
Administration – Larry Spikes
California Public Finance Authority – Caitlin Lanctot
Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing the acquisition, renovation, construction, furnishing, equipping and improvement of real property for Sharp Health Care.
- 10:00 AM H. PUBLIC HEARING**
Administration – Larry Spikes
California Public Finance Authority – Caitlin Lanctot
Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing capital improvements to certain facilities to benefit The Branson School.

- VII I. CLOSED SESSION**
- **Deciding to initiate litigation. 1 case** [Govt. Code Section 54956.9(d)(4)]
 - **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
 Negotiator: Larry Spikes
 - ◆ **Firefighters' Association**

VIII J. ADJOURNMENT
 The next regularly scheduled meeting is scheduled for December 12, 2017, at 9:00 a.m.

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

X 11:30 AM L. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY - SPECIAL MEETING

XI 1:30 PM M. HOUSING AUTHORITY BOARD OF COMMISSIONERS SPECIAL MEETING

FUTURE MEETINGS AND EVENTS

December 12	9:00 AM	Regular Meeting
December 19	9:00 AM	Regular Meeting
December 19	11:00 AM	California Public Finance Authority Regular Meeting
December 22 (noon)-January 1		County offices closed in observance of Christmas & New Year's/Holiday closure
December 26	--	Regular meeting cancelled due to Holiday closure

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.



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Action Summary November 21, 2017

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman: Craig Pedersen (District 4) **Staff:** Rebecca Campbell, Assistant County Administrative Officer
Vice Chairman: Richard Valle (District 2) Juliana Gmur, Assistant County Counsel
Board Members: Joe Neves (District 1) Catherine Venturella, Clerk of the Board
Doug Verboon (District 3)
Richard Fagundes (District 5)

Please turn off cell phones and pagers, as a courtesy to those in attendance.

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Tim Howard – Koinonia Church

PLEDGE OF ALLEGIANCE

**MEMBERS PRESENT: JOE NEVES, DOUG VERBOON, CRAIG PEDERSEN,
RICHARD FAGUNDES**

MEMBERS ABSENT: RICHARD VALLE

II B 2

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. Five (5) minutes are allowed for each item.

None

III B 3

CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

A. Approval of the Minutes: November 14, 2017

B. Health Department:

Consider authorizing the Director of Public Health Services to sign a grant application for the purpose of purchasing Naloxone doses for use by law enforcement officers as part of the Naloxone distribution project.

C. Human Services Agency:

Consider authorizing the Chairman to sign an amendment to Agreement No. 17-087 with Champions to allow staff hired for KARELink to have access to county owned vehicles.

[Agmt 17-087.1]

CONSENT CALENDAR CONTINUED

D. County Counsel:

1. Consider appointing Allison Howe and Stan Champlin as Directors of the Lakeside Irrigation Water District in lieu of holding an election.
2. Consider appointing Matthew O. Gilkey and Erik J. Hansen as Directors of the Corcoran Irrigation District in lieu of holding an election.
3. Consider appointing Erik Hansen and Thomas Hurlbutt as Directors of the Tulare Lake Drainage District in lieu of holding an election.

E. Public Works:

Authorize the Chairman of the Board to sign the certificate of acceptance for the quitclaim deed regarding Assessor's Parcel Number 011-010-001 for traffic signal project at the intersection of 13th Avenue and Lacey Boulevard.

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

IV

REGULAR AGENDA ITEMS

B 4

A. County Counsel – Colleen Carlson/Julianne Phillips

Consider introducing and waiving the first reading of a proposed Ordinance to be added to Section 14 of the Code of Ordinances to create a discretionary permitting and reporting process for groundwater exports. [Ord 686]

ACTION: POSTPONE FIRST READING UNTIL JANUARY 30, 2018 WITH STAFF BRINGING A STUDY SESSION PRIOR TO THE FIRST READING (RF/JN/DV/CP-Aye, RV-Absent)

B 6

B. Fire Department – Clay Smith/Matthew Boyett

1. Consider authorizing the Chairman to sign the Agreement for fire services with the City of Avenal and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required) [Agmt 17-112]

ACTION: THE MOTION FAILED FOR LACK OF A 4/5 VOTE (DV/JN/RF-Aye, CP-No, RV-Absent)

2. Consider authorizing the Chairman to sign the Agreement for fire services with the City of Corcoran and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required) [Agmt 17-113]

ACTION: THE MOTION FAILED FOR LACK OF A 4/5 VOTE (DV/JN/RF-Aye, CP-No, RV-Absent)

B 7

C. Assessor/Clerk Recorder/Registrar of Voters – Kristine Lee

Department of Finance – Becky Valenzuela

Information Technology Department – John Devlin

Consider authorizing the Clerk of the Board to sign the budget appropriation and transfer form for the purchase of a replacement mainframe system. (4/5 vote required)

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

B 8

D. Administration – Larry Spikes/Kyria Martinez

1. Consider adopting the Public Safety Realignment and Post Release Community Supervision 2017 Plan.

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

2. Consider making appointments for one regular member and one alternate to the California State Association of Counties Board of Directors.

ACTION: APPROVED CRAIG PEDERSEN AS THE MEMBER AND DOUG VERBOON AS THE ALTERNATE (JN/RF/DV/CP-Aye, RV-Absent)

3. Consider adopting and waiving the second reading of Ordinance 685, setting the salaries of the Board of Supervisors in accordance with the 2016 salary study, effective July 1, 2018.

ACTION: MOTION FAILED (DV/JN-Aye, RF/CP-No, RV-Absent)

V B 9

E. Board Member Announcements or Reports

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

Supervisor Pedersen discussed the meetings he attended in Washington, D.C. to discuss the tax reform bills on November 15-17, 2018.

- ◆ Board Correspondence: **Rebecca Campbell stated that the Board received a notice from the Kings Commission on Aging that they are moving to the Armona Senior Center in December 2017.**
- ◆ Upcoming Events: **Rebecca Campbell stated that Joanne Durrenberger is retiring and her party will be held on November 29, 2017 in the multipurpose room and the Kings United Way will hold their 5K Turkey Trot on November 23, 2017 in downtown Hanford.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Administration Master Fee schedule adoption and Impact Fee public hearing, Sheriff’s Department study session on the Immigration and impacts of the Trust Act and the County Legislative Platform.**

VI B 5

F. PUBLIC HEARING

Administration – Larry Spikes/Domingo Cruz

Hold a public hearing regarding Ordinance No. 520.19, Master Fee Ordinance, and consider introducing and waiving the first reading of the Ordinance.

Supervisor Pedersen opened the public hearing, no testimony was received and the public hearing was closed.

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

VII B 11

G. CLOSED SESSION

- **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
Negotiator: Larry Spikes

- ◆ **Firefighters’ Association**

REPORT OUT: Rebecca Campbell, Assistant County Administrative Officer stated that the Board took no reportable action in closed session.

VIII B 10

H. ADJOURNMENT

The November 28, 2017 meeting has been cancelled due to the California State Association of Counties meeting.

The next regularly scheduled meeting is scheduled for December 5, 2017, at 9:00 a.m.

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

FUTURE MEETINGS AND EVENTS

November 28	--	Regular Meeting Cancelled/ Board members participating in CSAC Annual Meeting
December 5	9:00 AM	Regular Meeting
December 5	11:00 AM	California Public Finance Authority Regular Meeting
December 5	11:30 AM	In-Home Supportive Services Public Authority Special Meeting
December 5	1:30 PM	Housing Authority Special Meeting
December 12	9:00 AM	Regular Meeting
December 19	9:00 AM	Regular Meeting
December 19	11:00 AM	California Public Finance Authority Regular Meeting
December 22 (noon)-January 1		County offices closed in observance of Christmas & New Year’s/Holiday closure
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

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

SUBJECT: AGREEMENT WITH KINGS VIEW COUNSELING SERVICES FOR MENTAL HEALTH SERVICES AND SUBSTANCE USE DISORDER PROGRAMS

SUMMARY:

Overview:

Behavioral Health is seeking approval for an agreement for Mental Health Services and Substance Use Disorder (SUD) Programs with Kings View Counseling Services for a term covering Fiscal Year (FY) 2017-2018.

Recommendation:

Authorize the Chairman of the Board to sign the Mental Health Services and Substance Use Disorder Programs Agreement between Behavioral Health and Kings View Counseling Services for FY 2017-2018.

Fiscal Impact:

There will be no impact to the County General Fund. Behavioral Health receives funding from the State Department of Healthcare Services (DHCS) to fund the programs and services in the Agreement. Revenues are distributed in Behavioral Health Budget Units 420000, 422100, and 422200. The cost of the agreement in FY 2017-2018 is \$9,469,411.

BACKGROUND:

Kings County Behavioral Health has contracted with Kings View Counseling Services to provide mental health, crisis, outpatient, and hospitalization services as part of the County Mental Health Plan, and Outpatient SUD Services for Kings County and its residents. Kings View renders services to Kings County through the Mental Health Performance Agreement with the State, Medi-Cal Services, Managed Care Mental Health Services, Crisis Services, and portions of the Mental Health Services Act.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH KINGS VIEW COUNSELING SERVICES FOR MENTAL HEALTH SERVICES AND SUBSTANCE USE DISORDER PROGRAMS

December 5, 2017

Page 2 of 2

The mental health and SUD programs have been designed and developed to increase community access to services, focus on early prevention, early interventions, promote resilience and recovery, increase the level of empowerment and participation of clients and families in all aspects of the mental health system.

In the FY 2017-2018 contract, Kings View has proposed nine (9) new positions to provide the needed services for their programs. The FY 2016-2017 Program Outcome Report shows that there is growth and the necessity to reduce caseloads for the case workers in several programs. In addition, the FY 2017-2018 contract includes all of the SUD services which were not in the FY 2016-2017 contract.

The Contract Agreement includes language that should funding be reduced or cease at any time during the term of the Agreement, the contract itself shall be amended or terminated.

A complete listing of all the services and programs provided by Kings View Counseling under this Agreement are outlined in the Scope of Work titled 2017-2018 Program Descriptions, which will be on file with the County Clerk and is in the attachment.

The Agreement has been reviewed and approved by County Counsel and a copy is on file with the Clerk to the Board.

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS AND KINGS VIEW**

This Agreement is made this _____ day of _____, 2017, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Kings View Corporation, doing business as Kings View Counseling Services For Kings County (hereinafter “Contractor”) with respect to the following recitals:

WHEREAS, the County intends to maintain a comprehensive Mental Health Plan as defined by the California Department of Health Care Services (“DHCS”), which provides a variety of mental health services for children, youth, and adults including Substance Use Disorders, administered by Kings County Behavioral Health Department (“Behavioral Health”) in Kings County in compliance with all applicable laws, rules and regulations and in conformance with guidelines issued by (“DHCS”), Medi-Cal at the State and Federal levels, and California State Proposition 63, the Mental Health Services Act (“MHSA”); and

WHEREAS, the County has contracted with Contractor to provide mental health services since 1964, and Contractor continues to be in compliance with applicable laws, rules and regulations, relating to the provision of mental health staff, facilities, and services; and

WHEREAS, the Contractor is thoroughly familiar with the terms and provisions of the State Contract, and Contractor agrees to become a subcontractor pursuant to the terms and conditions for subcontractors contained therein; and

WHEREAS, the Contractor has the sufficient experiences and skills to perform the services required pursuant to this Agreement.

NOW, THEREFORE, the parties agree as set forth below:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide services in accordance with the Scope of Work and the Budget and Staffing patterns as set forth in Exhibit A to this Agreement; the Revised Maximum Rate Limits for Short-Doyle Medi-Cal System and the Business Associate Agreement as set forth in Exhibit C; the Assurances and Certifications as set forth in Exhibit D; and conducted in accordance with confidentiality and HIPAA as set forth in Exhibit E.

Contractor acknowledges, and understands all current requirements of the DHCS for the provision of mental health services. Such requirements include the following agreements, but are not limited to: the County Mental Health Plan Performance Agreement, the Medi-Cal Services Agreement, the Managed Care Services Agreement, and the Mental Health Services Act Agreement. Contractor shall meet the standards of said agreements as well as all successor agreements between the County and DHCS during the term of this Agreement.

2. PROGRAM POLICIES

Contractor’s current program policies, as related to client services and as set forth in Exhibit A shall be in writing and available for public review at the Contractor’s facilities.

3. TERM:

This Agreement shall become effective July 1, 2017, and will cover fiscal year 2017-2018 and shall terminate on June 30, 2018, unless it terminates as otherwise provided for herein.

4. MONTHLY, QUARTERLY AND ANNUAL REPORTING

Contractor shall fully cooperate with Behavioral Health and promptly provide all information pertaining to any aspect of the Mental Health Plan, including the Substance Use Disorder Program when requested. The Contractor shall provide Behavioral Health and the DHCS with such information and reports as they require or request, including, but not limited to, the following scheduled reports:

- (a) Annual Mental Health Plan and Budget;
- (b) Annual Program Reports;
- (c) Annual Mental Health and Substance Use Disorder Cost Reports;
- (d) Monthly Program Report to Administrator and Behavioral Health Advisory Board;
- (e) Monthly Medi-Cal claims submissions;
- (f) Monthly Statistical Reports;
- (g) Quarterly Reports for the Mental Health Block Grant (“MHBG”), the Projects for Assistance in Transition from Homelessness (“PATH”) Grant;
- (h) Quarterly and Year-End Financial & Budget Reconciliation Reports;
- (i) Annual Cost Settlement Reports as received from DHCS;
- (j) Annual Audit Reports as received from DHCS.

5. BRANDING

Contractor shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press release regarding this agreement contain the language and logo of County, in accordance with the Kings County Behavioral Health branding policy as set forth in Exhibit F.

6. COORDINATION OF SERVICES

The implementation of the “Mental Health Plan” shall include Behavioral Health, the Behavioral Health Advisory Board, consumers, community and staff employed by Contractor.

All information exchanged between the Contractor, the County, Kings County Behavioral Health and the Kings County Behavioral Health Advisory Board regarding all

aspects of program services shall be coordinated through Behavioral Health for dissemination. All fiscal or program correspondence between the Contractor and the State and Federal governments and local boards or agencies concerning the Contractor's program shall be sent concurrently to Behavioral Health. Contractor shall provide Behavioral Health with reasonable notice of any on-site audits, reviews, or visits conducted by agencies such as the DHCS.

Either Party shall immediately notify the other regarding any significant challenges or discrepancies that may arise which would hinder meeting the objectives of this Agreement and begin discussion for the appropriate corrective action to be mutually defined and implemented.

7. LOCATION OF SERVICES

A. The location of outpatient and outreach program services for adults and children, drop-in socialization centers and related non-inpatient services shall be maintained at:

- i. 1393 Bailey Drive, Hanford, California;
- ii. 1326 Patterson Ave, Corcoran, California; and
- iii. 228 E. Kings Street, Suite F, Avenal, California.

Services may be provided in other locations with prior approval by Behavioral Health.

B. Inpatient Services shall be maintained at Community Behavioral Health Center (Fresno), Doctors Hospital (Modesto), Good Samaritan Hospital (Bakersfield), Kaweah Delta Mental Health Hospital (Visalia), Vista Del Mar (Ventura), and Other appropriately designated and State certified facilities may be utilized.

C. Institutes for mental disorders (IMD) services shall be maintained at, Merced Behavioral Health, Crestwood Corporation (Bakersfield, Vallejo and Stockton primary sites in use), and CPT, Inc.). Other appropriately designated and State certified facilities may be utilized.

D. Specialized Board and Care services shall be maintained at Willow Glen Care Centers (Hanford and Yuba City primary sites in use), Plumlee's, Lindsey, Ruby's, and Sylmar. Other appropriately designated and State certified facilities may be utilized with prior approval of Behavioral Health.

8. COMMUNITY SERVICES

Contractor shall provide and be responsible for community-wide services such as mental health consultations and educational presentations to any government agency, school, community group and the residents of Kings County at-large. Contractor shall participate in meetings, community forums, and trainings associated with and/or part of the "County-wide Bioterrorism Plan."

9. COUNTY AGENCY SERVICES

Contractor understands that a number of County departments are, by law, involved in the custody, evaluation, treatment and other procedures relating to persons who may have a mental or substance use disorder. Contractor shall assist and provide general outpatient mental health and substance use disorder services, evaluation, consultation and psychiatric testimony and written evaluation for individuals who have met medical necessity criteria, as may be requested by the following County departments or sub-contractors to County departments:

- i. Behavioral Health;
- ii. Probation Department;
- iii. County Counsel;
- iv. District Attorney;
- v. Contracted defense attorneys;
- vi. Public Guardian;
- vii. Human Services Agency;
- viii. Victim Witness;
- ix. Superior, Juvenile, and other Courts;
- x. Veterans Services Office; and
- xi. NaphCare

10. TREATMENT SERVICES

Contractor shall provide services to targeted populations according to available treatment options as stated in Welfare and Institutions Codes section 5600 *et seq.*, or as otherwise required in Exhibit "A".

Diagnosis and/or treatment of health problems related to physical illness or disease are not authorized within this Agreement and are to be referred out to the appropriate agency. Authorization for treatment or payment of health problems other than mental illness or alcohol and other drug addiction/abuse are not authorized within this Agreement.

In accordance with California Code of Regulations Title 9, Division I Article 8, section 623, Contractor shall provide the County with the services of a psychiatrist, licensed to practice in California, who shall have the responsibility for the medical aspects of diagnosis, treatment, and medication prescription of the Contractor's "Mental Health Plan" in conformance with California Code of Regulations Title 9, Division I, Article 3, Section 522.

11. ADMINISTRATIVE SERVICES

Contractor shall provide program planning, operations, training, research and evaluation, fiscal and business management, record keeping and clerical support services on site and at its central administrative service site 7170 N. Financial Drive, Suite 110, Fresno, CA 93720.

12. CLIENT FEES

Contractor shall assess fees for services provided to clients in accordance with

Exhibit B. Such fees to clients shall also be in accordance with the uniform sliding fee scale provided by the DHCS pursuant to section 5710 (c) of the Welfare and Institutions Code. Clients funded by Short-Doyle/Medi-Cal System shall be financially liable for cost-of-services only in accordance with rate setting methodology adopted pursuant to section 5724(a) of the Welfare and Institutions Code. See Exhibit C for approved published rates.

Eligibility determination for services shall be in accordance with medical necessity guidelines as adopted by California Mental Health Directors Association and shall be in conformance with California law.

Contractor shall pursue all billings and delinquent charges in accordance with California law and any regulations promulgated by the DHCS.

Both parties agree that no one shall be refused services for the inability to pay. Those clients who have been determined eligible for a share of cost in accordance with the uniform sliding fee scale provided by the DHCS pursuant to section 5710(c) of the Welfare and Institutions Code, but refuse to do so, may be referred to another provider for services.

No one shall be refused services in a psychiatric emergency, regardless of ability to pay.

13. CONSERVATORSHIP INVESTIGATIONS AND INVOLUNTARY DETENTION

Contractor shall provide mental health services to clients within the County pursuant to the Lanterman-Petris-Short Act (Welfare and Institutions Code section 5350, *et seq.*), and shall recommend to the County's Public Guardian's Office, as necessary, the establishment of conservatorships pursuant to said provisions. Contractor's staff is designated to secure comprehensive evaluation and intensive treatment at locked facilities designated for such purposes.

14. AUDIT REQUIREMENTS

Contractor shall comply with all audit requirements pursuant to the DHCS, and all state and federal program obligations. Contractor will file timely corrective action plans, appeal requests, and other compliance requirements on behalf of the County and with the County's approval of all such documentation and correspondence. Contractor shall respond to all requests for information in a timely manner, and meeting all required deadlines.

15. RECORDS INSPECTION AND MAINTENANCE

The DHCS, the County, and appropriate federal agencies, and their duly authorized agents, shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records of the Contractor which pertain to services performed and determination of amount payable under this Agreement at any reasonable time.

Contractor shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, Contractor shall maintain complete and accurate records with respect to any payment to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Contractor shall make such records available during regular business hours to County, its Auditor, Administrator, and appropriate State agencies, and their agents and representatives, for the purposes of financial and/or program auditing and monitoring and/or copying such records for a period of seven (7) years from the date of final payment under this Agreement or any extension of this Agreement.

16. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

17. INSURANCE REQUIREMENTS

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 a Certificate of Endorsement from Contractor's Insurance Carrier

guaranteeing such coverage to County. Such Certificate shall be mailed as set forth under the Notice Section 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. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering bodily injury, personal injury and property damage. The 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 Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). 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, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Contractor may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gaps for five (5) years after the termination of this Agreement or any extension of this Agreement.

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 the 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.

18. SUB-CONTRACTS

The Contractor may arrange for some functions to be carried out by sub-contractors

as approved by Behavioral Health. All such sub-contracts shall be in writing, shall incorporate the terms of this Agreement, and shall fulfill the mandates of law and regulations such as, but not limited to, the sections of the applicable and available data to the service or activity delegated under the sub-contract. Contractor shall promptly provide Behavioral Health with copies of all contracts and/or memorandums of understanding with clinical providers, psychiatric hospitals, board and care homes, school facilities, crisis management in jail and juvenile hall facilities, and institutes for mental disorders within thirty (30) days of execution.

No sub-contract shall terminate any legal responsibility of Contractor under this Agreement. Any such sub-contractor shall also be subject to the examination and audit for a period of three (3) years after final payment under the contract, and the Contractor agrees to place in any subcontract in excess of \$10,000 which utilizes State funds, the following provision: "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code 8546.7)."

19. IN-PATIENT PLACEMENT

The County shall contract with state hospitals and institutes for mental disorders services rendered to County residents in said facilities. Contractor shall assume responsibility to monitor clients in these facilities and approve the return of such clients only if appropriate treatment options are available.

County shall contract with inpatient psychiatric hospitals; executing contracts with facilities of mutual agreement to serve clients the required services. Contractor shall monitor clients in such settings; and assist clients to the appropriate aftercare setting.

20. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

21. EQUIPMENT AND PROPERTY

Contractor shall not use County premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this Agreement.

All non-expendable personal property purchased by Contractor in whole or in part with funds provided to Contractor under this Agreement, shall be the property of Contractor exclusively within any limitations imposed by law or regulation.

County shall have the right, in its sole and absolute discretion, to assume responsibility for the balance due on any lease, or purchase payments on real or personal property, intended to be used for performing all or some of Contractor's duties required under the Agreement. If County assumes responsibility for payments, County shall agree to accept the assignment of the property and assume responsibility for future payments upon the approval of the Board of Supervisors. Contractor shall extend to County the right of first refusal to any non-expendable personal property purchased by Contractor and sell such property to County, utilizing either federal guidelines for property depreciation, or a mutually agreed upon amount.

22. LEASES

Contractor shall promptly provide Behavioral Health with copies of all existing or proposed building leases in excess of \$10,000.00 per facility, per year. All leases proposed to be entered into by Contractor after the effective date of this Agreement shall be submitted to Behavioral Health at least thirty (30) days prior to execution.

23. COST REIMBURSEMENT

Contractor shall maintain a dedicated capacity of staff and material resources sufficient to provide the services as reflected in Exhibit A, subject to the availability of funds as conditioned under paragraph 26, below. Contractor shall assume the risk if the dedicated capacity is insufficient and shall provide additional units of service with no additional cost to County. Any changes in the prioritizing of the services to be delivered, or initiating services which are not included in Exhibit A, shall only be done with the prior approval of Behavioral Health. Contractor may not reduce or omit services except as stated in Section 25 below.

24. METHOD OF PAYMENT

For fiscal year 2017-2018, Contractor shall be paid \$9,469,411 as set forth in Exhibit B. Contractor shall be paid on a monthly basis on the fifth (5) working day of each month. Contractor shall be paid according to normal County procedures.

A monthly expenditure report shall be submitted to the County each month. Said report shall indicate all detailed services pursuant to the Scope of Work (Exhibit A). Contractor shall not be reimbursed for any services beyond the allocated monthly amount as reflected on each expenditure report. Contractor shall submit a final invoice within fifteen (15) days after the termination of this Agreement. Contractor must obtain

written approval from the County for any budget line item variance greater than twenty-five percent (25%) within the approved budget Exhibit B.

Upon submission by the Contractor of the required monthly activity reports of services and expenditures, Behavioral Health will draw monthly warrants in favor of the Contractor in the amount of the expenditures incurred as outlined in the Contract Budget Exhibit B. Monthly warrants will be issued within fifteen (15) business days.

25. COST OF SERVICES/ LIMIT ON ADMINISTRATIVE OVERHEAD

Contractor is not guaranteed the revenue amount stated in Exhibit B and is, therefore, responsible for billing all possible payers for all billable services. As set forth in Exhibit B, Contractor is responsible for collecting revenue from other sources than County for a minimum total of \$287,908. In the event the revenue from other sources exceeds the projection in Exhibit B, in excess of its actual approved expenses, this amount will be paid over to County, by Contractor, ninety (90) days after the year-end cost settlement.

26. REALIGNMENT FUNDS

The amount of State realignment funds for mental health and substance use disorder services in this Agreement is an estimate from the previous fiscal year's allocations to County. County will not make up the difference between the estimated realignment funding received and the actual amount of the allocations for fiscal year 2017-2018.

27. TERMINATION OF AGREEMENT

County may terminate in whole or in part this Agreement by written notice to Contractor which designates the date of termination if Contractor fails to perform the tasks as set forth under the terms of this Agreement and/or its exhibits.

Either party may terminate this Agreement for any reason with thirty (30) days written notice to the other party.

Payment under the terms of this Agreement is conditioned upon the availability of State and Federal funds for program purposes. County may terminate this Agreement immediately to the extent such State and Federal funds are not or will not be available. If such funding is reduced or deleted, the payment amount in Section 24 shall be reduced on a proportionate basis or deleted accordingly and the dedicated level of services may be reduced on a proportionate basis or as agreed to by the Parties.

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

Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement,

to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

Upon termination of this Agreement by County, County retains the right to withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due County is determined.

In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of the Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

28. NONDISCRIMINATORY PRACTICES

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

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

29. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

30. CULTURALLY & LINGUISTICALLY-APPROPRIATE SERVICES (CLAS)

To ensure equal access to quality care by diverse populations, contractor shall adopt and implement the federal Office of Minority Health (OMH) Culturally and Linguistically-Appropriate Services (CLAS) national standards. The OMH CLAS standards are located at: <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlid=15>.

31. CONFIDENTIALITY

During the term of this Agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the Agreement.

All information and records obtained in the course of providing services under this Agreement shall be confidential. Contractor shall comply with any and all Federal, State, or local requirements regarding the confidentiality of personal health information, including but

not limited to Section 5328 of the California Welfare and Institutions Code, and Title 45 of the Code of Federal Regulations, Section 205.50, for Medi-Cal eligible patients. All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Contractor shall comply with the Business Associate Agreement as required by the Federal Health Insurance Portability and Accountability Act ("HIPAA") (Exhibit E).

32. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

33. DRUG FREE WORKPLACE

Contractor warrants that it is knowledgeable of Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

34. ADA COMPLIANCE

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

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

35. ASSIGNMENT

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

36. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided

Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

37. TITLES TO BE DISREGARDED

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. NO THIRD PARTY BENEFICIARIES

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

39. JURISDICTION AND VENUE

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or in equity, which may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

40. SEVERABILITY

If any part of Agreement is found to be unenforceable, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

41. MODIFICATION FOR AMENDMENT

This Agreement shall only be modified or amended except through a written document and signed by Contractor and County.

42. NOTICE

Any notice of termination, breach, non-compliance or any other notice related to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, and addressed to the Party on whom notice is being served as follows:
County:

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

Contractor: Kings View Counseling Services
1393 Bailey Drive
Hanford, CA 93230

With a copy to: Kings County Behavioral Health
450 Kings County Drive, # 104
Hanford, CA 93230

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

43. INTERGRATION

The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement. This Agreement, including its recitals and exhibits, represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral. If any term or provision in the exhibits to this Agreement conflicts with any term or provision of this Agreement, the term or provision contained in this Agreement shall prevail.

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

44. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on this date.

“CONTRACTOR”
Leon Hoover, Chief Executive Officer

Dated: _____

By: _____
Jim Rodriguez, Chief Financial Officer,
Kings View Corporation

“COUNTY”

Dated: _____

By: _____
Craig Pedersen, Chairman of the Board
of Supervisors

ATTEST:

Dated: _____

By: _____
Catherine Venturella, Clerk
Board of Supervisors

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

Dated: _____

By: _____
Juliana Gmur, Assistant County Counsel

EXHIBITS

- A: SCOPE OF WORK
- B: BUDGET
- C: MEDI-CAL RATES
- D: ASSURANCE AND CERTIFICATION
- E: HIPPA BUSINESS ASSOCIATE AGREEMENT
- F: BRANDING POLICY
- G: ADA GRIEVANCE PROCEDURE

EXHIBIT A: SCOPE OF WORK

**CONTRACTOR COUNSELING SERVICES
FOR KINGS COUNTY**



**SCOPE OF WORK
2017-2018**

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QUALITY MANAGEMENT & MANAGED CARE PROGRAM

Contractor has served as the Managed Care entity for Kings County as well as responsible for meeting the County's state/federal obligations for Quality Management oversight. The Behavioral Health Director has communicated to Contractor, the intent of moving many of the Managed Care and Quality Management functions to County personnel, as the County develops their own Managed Care/Quality Management Department. The County is in the process of recruiting for a Managed Care/Quality Management Director who will lead this transition. An exact timetable is not yet in place for this transition but is expected to be in transition by January 2018.

Therefore, some of what is described under the Quality Management & Managed Care Scope of Work is subject to change during the 2017-2018 fiscal year. Contractor shall continue performing Quality Management and Managed Care functions until the transition has completed and ensure that all State requirements are being met.

The Mission of Quality Management and Managed Care

The Quality Management Program will work to ensure overall quality performance in the areas of clinical care and consumer service within Contractor Counseling Services for Kings County (KVCSKC). Quality oversight will be ensured through the development of the following areas of focus:

- 1) The development and implementation of the Quality Work Plan.
- 2) The implementation of specialized oversight committees and work groups.
- 3) An active Managed Care Program that authorizes out-of-county and subcontracted outpatient and inpatient services.

Each of these areas of focus will draw from the contributions of a wide spectrum of members, including:

- 1) Professional, para-professional, and support staff.
- 2) The inclusion of member from Contractor, Kings County Behavioral Health, consumer family members, and current consumers of mental health services.
- 3) A membership that acknowledges a wide array of cultural and ethnic diversity.

The goals of the Quality Management Program are continuous improvement of services and efficient use of resources by:

- Establishing mechanisms that effectively improve quality.
- Assisting providers to remain consistent with State guidelines.
- Assuring service delivery integration and interagency collaboration.
- Examining the use of resources within the Mental Health System of Care and providing mechanisms that ensure delivery of consumer-centered, culturally appropriate services that are consistent with the highest possible quality of care.

Contractor will ensure the quality management oversight through eight standing committees. These include, but are not limited to:

1. Quality Improvement Committee (QIC)
2. Medication Monitoring Committee

3. Safety Committee
4. Utilization Review Committee
5. IMD Review Committee
6. Inpatient Review Committee
7. Clinical Practices Committee
8. Cultural Competency Committee

Each committee will meet monthly and will produce both meeting minutes and a written record of meeting participants. Documentation will be maintained by Contractor and will be available for review by Kings County Behavioral Health and/or all state review entities.

The Quality Improvement Committee (QIC) will serve as the primary quality oversight committee and all other committees or work groups will report to the QIC. The QIC will be chaired by the Managed Care & Quality Management Director.

Utilization Review

Contractor will maintain a quality review process adequate to ensure that all state and federal expectations are fulfilled in all clinical activities, including direct services and documentation. Contractor will maintain a multi-tiered review process that includes three primary components:

- 1) Peer Utilization Review- A review performed by other staff of comparable professional standing.
- 2) Quality Utilization Review- This second level review is performed by program leadership.
- 3) Random review by Quality Management Personnel-this review focuses on identifying quality related trends for the purpose of creating effective training interventions.

Managed Care Program

Contractor will ensure that a managed care process is maintained that ensures clinical services submitted for reimbursement, meet all requirements set forth by Medi-Cal and Medicare. This will include the following:

- 1) Review of clinical documentation.
- 2) Credentialing and authorizing network providers.
- 3) Ensuring eligibility for Psychological Testing, Therapeutic Behavioral Services (TBS), and Katie A Subclass certification.
- 4) Ensuring timely compliance review and approval of Treatment Authorization Requests (TARs) from acute inpatient hospitalization providers, MCO network service claims, TBS service claims, and Katie A ICC and IHBS claims.

Compliance and Privacy

Contractor will ensure compliance with the Health Insurance Portability & Accountability Act, and with Medi-Cal Compliance regulations. This responsibility will be accomplished by a partnership between both the local Contractor program and the Contractor corporate office. Contractor will maintain on going monitoring activities and conduct routine compliance reviews. Contractor will incorporate the findings of those reviews into both

an ongoing and annual compliance training program. Monthly reports are provided to the QIC.

Problem Resolution Process

Contractor, through its Quality Management Program will ensure a responsive problem resolution processes. Contractor will ensure that Grievances, appeals, and requests for state fair hearings are investigated and addressed in accordance with specific state-mandated time frames and recording guidelines. Requests for Change of Provider and other related complaints will also be responded to and recorded.

Medical Records

Contractor will ensure a functioning and responsive Medical Records department. Medical records are currently maintained in primarily an electronic format, but Contractor does ensure that all paper documents are adequately maintained and are compliant with privacy requirements. Contractor will ensure that requests for access to protected health information are processed in a timely manner which ensure consumer privacy.

ADULT SERVICES PROGRAM

Outpatient Services

Contractor will maintain an Adult Outpatient program that provides the most effective therapy possible to those individuals who are diagnosed with a mental disorder, for the purpose of returning the consumer to his/her highest level of functioning. Contractor assist consumers in regaining and maintain their ability to manage their lives successfully through skill building and community reintegration. The primary treatment modality is group treatment with individual therapy used to support the group progress or when group is not clinically indicated. Outpatient services are also multi-tiered; with the most intensive services being provided in the initial tier of treatments. There are three primary tiers of treatment, each with their own focus. These areas of focus consist of tier 1- symptom reduction; tier 2- symptom stabilization; and tier 3- community re-integration.

The staffing for Adult System of Care will allow Contractor to further develop its multi-tiered model.

Collaborative Justice Treatment Court

Contractor provides mental health clinicians for the Behavioral Health Treatment Court (CJTC). Contractor staff assess all incarcerated and non-incarcerated potential participants, with an identified history of mental illness. Those who may or may not be on psychotropic medications for suitability to participate in Collaborative Justice Treatment Court. Contractor staff research their data base and complete interviews as appropriate to determine if there is a history of mental illness for all potential Behavioral Health Court participants. Contractor therapist provides treatments for participants in the CJTC, attends weekly court hearings, provides reports to the court, and serves on the Advisory Review Board.

Outcome Measures

Contractor utilizes the following outcome measures.

- 1) North Carolina Family Assessment Scale for Reunification (NCFAS-R).
- 2) Addiction Severity Index (ASI)
- 3) Government Performance and Results Act (GPRA)-SAMSHA measurement tool
- 4) NIDA Quick Screen V1.0
- 5) Burns Scales
- 6) DERS
- 7) PTSD related measures

Co-Occurring Disorders Program

A co-occurring substance use disorder is often present with mental health consumers, especially for those consumers within the criminal justice system, the veteran community, and the homeless. Contractor will maintain the Co-Occurring Disorders Treatment Program, which provides assistance to consumers (adult and transitional age youth) who suffer from a serious mental illness and a co-occurring substance abuse disorder. Therapy, psycho-education, skill/rehabilitation groups, case management services, and medication services are provided to consumers giving them an opportunity to integrate coping skills with their daily life activities. The Adult Co-Occurring Disorders Program staff may refer consumers to those departments and/or the Oak Wellness Center when appropriate. A consulting psychiatrist meets regularly with the Co-Occurring Disorders Program treatment team, as needed.

Outcome Measures

In order to evaluate program efficacy Contractor utilizes a 12-item questionnaire that measures a consumer's understanding and awareness of basis recovery principles. Contractor's measurement of success is a 25% increase in score from consumer pre-test to consumer post-test.

As a second measure of success, the Co-Occurring Disorders program has also established the goal that 75% of their graduates will have achieved 90 days or more of sobriety by the time of treatment completion, as substantiated by random drug testing.

Dialectical Behavioral Program

Dialectical Behavior Therapy (DBT) is a cognitive behavioral treatment developed by Marsha Linehan, PhD, ABPP. It emphasizes individual psychotherapy and group skills training classes to help people learn and use new skills and strategies to develop a life that they experience as worth living. DBT skills include skills for mindfulness, emotion regulation, distress tolerance, and interpersonal effectiveness. DBT was originally developed to treat chronically suicidal individuals diagnosed with borderline personality disorder (BPD), and it is now recognized as the gold standard psychological treatment for this population. In addition, research has shown that it is effective in treating a wide range of other disorders such as substance dependence, depression, post-traumatic stress disorder (PTSD), and eating disorders.

Contractor shall maintain a DBT program which includes standard DBT, DBT-S (DBT for consumers with co-occurring substance use disorders) DBT Friends and Family (DBT skills for care providers which is offered to anyone in the community), Advance DBT (skills for graduates of the one-year DBT or DBT-S programs. The emphasis in this class is review and improve skills learned in the DBT/DBT-S program and going future in-depth with those skills. Also skills not covered in the DBT/DBT-S program are taught).

Outcome Measures

The DBT Program utilizes the "Difficulties in Emotion Regulation Scale (DERS)" as a means of measuring success. The DERS is a highly validate measurement that is used worldwide. Contractor's internal measure of success is to establish a statistically significant change in score, from pre-testing to post testing, at a probability of greater than 0.001.

Oak Wellness Center

Oak Well Center provides a safe, peer driven, non-treatment oriented social environment to promote recovery from mental health issues and enhance wellness among its members. This unique utilization of a membership operated wellness center provides the perfect fertile ground for member's empowerment. The OWC operates seven days a week except some major holidays. Services include activities such as arts and crafts, outings, wellness/recovery and life skills groups, and other positive life enhancing activities. Membership and participation is open to any individual who is vested in recovery and wellness.

Outcome Measures

Success within the Oak Wellness Center is measured by the percentage of consumers reporting that the OWC has assisted them in advancing their wellness goals. Contractor's goal is that 80% of consumers, polled at the last month of every fiscal year and/or at time of exit from the program will report that the OWC has assisted them in advancing their wellness goal.

CHILDREN'S SYSTEM OF CARE PROGRAM

Clinic Based Outpatient Mental Health Services

Contractor will maintain a fully functional clinic based outpatient mental health program for children. The purpose of this program is to provide the most effective therapy possible to those children who are diagnosed with a mental disorder, in order to return the consumer to his/her highest level of functioning and/or to prevent the disintegration of functional capacity due to a mental health condition. The children served in clinic based outpatient mental services program fall into two categories, based on guardian status. These include Contractor's traditional population of children where the ability to authorize services derives from the parent or legal guardian. The second category of children are Dependents of the Court children. For these cases, Kings County Health and Human Services serves as their guardian.

School Based Services

Contractor will provide medically necessary, school based mental health services to eligible students attending a school within the county of Kings. The primary goal of the School Based Program is to provide mental health services to school aged children without interrupting their academic program.

Infant Mental Health Services

Contractor shall maintain an Infant Mental Health Services component. This program is designed especially for the Dependent of the Court population.

Adolescent Dual Diagnosis Program

Contractor will maintain the capacity to facilitate the Adolescent Dual Disorders Program. The Adolescent Dual Diagnosis Program (ADDx) is designed for teens with co-occurring disorders; those who have both a mental health disorder and a diagnosable substance use disorder. These groups are held in both Hanford and Corcoran. The program also includes individual therapy, individual rehabilitation services and Case Management services.

Therapeutic Behavioral Services

Contractor will maintain the capacity to provide Therapeutic Behavioral Services (TBS) to all qualified consumers. Therapeutic Behavioral Services are an Early and Periodic Screening, Diagnosis and Treatment supplemental service for children/youth with serious emotional problems who are experiencing a stressful transition or life crisis. These children/youths are in need of additional short-term support to prevent placement in a group home with a Rate Classification of Level 12 through 14 or a locked facility for the treatment of mental health needs, including acute care, or to enable a transition from any of those levels to a lower level of residential care.

Therapeutic Behavioral Services are intended to supplement other specialty mental health services by addressing the target behavior(s) or symptom(s) that are jeopardizing the child/youth's current living situation or planned transition to a lower level of placement. The purpose of providing therapeutic behavioral services is to further the child/youth's overall treatment goals by providing additional one-to-one therapeutic services during a short-term period.

Contractor will provide TBS service by sub-contracting With JDT Consultants.

Summer Camp

Contractor shall maintain the capacity to provide mental health summer camp to all eligible children. Summer Camp is a specialty program during the summer months to help give eligible children a beneficial program during the months when they may have less access to programming and/or mental health services. Summer Camp is a specialty program that has been developed for the youngest children (Mini Camp) identified as ages 4-7; elementary school aged (Mini Camp Advanced) ages 8-11; middle school (Jr. High Camp) ages 12-14; and finally, the high school children (High School Camp) ages

15-18. Summer Camp is held at three of Contractor's clinics which are in Hanford, Avenal, and Corcoran. Camp is conducted four days a week and each camp is three hours in length. The groups focus on helping Campers identify their strengths while also learning to maximize those strengths for the most effective outcomes both intra- and interpersonally. The goal for each group is to teach the Campers therapeutic skills that can be utilized to help these children in meeting their treatment plan goals. Contractor provides transportation to those children who would otherwise be unable to attend Camp.

Children System of Care Summary

Outcome Measures

CANS

Contractor is using the Children and Adolescent Needs and Strength Assessment (CANS) as the primary outcome instrument for all of the services provided within the CSOC department. The CANS is a highly reliable and validated instrument for measuring outcomes in children and adolescents that reviews six core areas. These include; 1) Life Domain Functioning, 2) Strengths, 3) Care Giver Strengths and Needs, 4) Youth Behavioral/Emotional Needs, 5) Youth Risk Behaviors, and 6) Acculturation. When the Risk domain exceeds a point value of 2 or greater, CANS can evaluate the risk in eight separate categories. The CANS will be given to all children and adolescents entering the CSOC program at the time of admission, at mid treatment (re-assessment), and then at discharge. Contractor's primary internal goal for the Children's System of Care program is to achieve a 30% reduction in scores in all domains (accumulative), at a statistically significant level.

Timeliness

Another area in which is reviewed in order to establish quality of care is the timeliness with which Dependent of the Court referrals are assessed and treatment is initiated. Contractor's shall have 75% of the DOC referrals scheduled for assessments within 14 days of receiving the referral.

SATELLITE CLINICS

Contractor will maintain satellite clinics in both Corcoran and Avenal. These services will include individual therapy and rehabilitation services, group therapy and rehabilitation groups and limited medication services. Clinic services will be available two days a week in each location. Contractor also continues to provide services at the following Family Resource Centers (Lemoore, Kettleman City, Armona, and Stratford).

MEDICATION SERVICES

Contractor will maintain the capacity to provide comprehensive medication services through contracting with Psychiatrist and/or Family Nurse Practitioners. These prescribers will provide services on site or via tele-medicine. Acuity determines the frequency of Psychiatrist and Family Nurse Practitioner consumer contact. At risk consumers are seen on an as needed basis, thus medication changes and/or adjustments can be made quickly, consistent with a commitment to aggressive treatment. An effective medication regimen alone or as part of an integrated system of treatment can provide

symptom relief and important functional improvement in the lives of our consumers. Psychotic, Bipolar, Major Depressive, and Attention Deficit Disorders in minors respond well to medication treatment, stabilizing and improving quality of life, and creating opportunities for adjunct treatments.

Medication services are provided primarily in the Hanford clinic but there are medication services one day a month at both the Avenal and Corcoran clinics.

Nursing Services support the Physicians and Nurse Practitioners. Brief physical assessment, including taking vitals, medical history recorded, and transcription of orders may be done. Follow-up with medication and lab orders, residential facilities, case management, and appropriate referrals are done as well.

Nurses follow medication orders and monitor medication compliance. Often, it is the nurse who is the consumers' principle link to services for those who are medication only consumers. Consumer concerns regarding the reasons for prescribing a medication, desired effect, possible side effects, and schedules and medication interactions are directed to the nurse. The nurse is the first person contacted by the consumer with any medication related problem. Nurses provide staff, consumer, and the family education regarding medication and health issues.

The nursing staff is supported by a .25 FTE Medication Administrative Specialist. This position supports the Psychiatrist, Nurse Practitioners and the nurses by performing numerous non-medical functions. These may include, but are not limited to prioritizing requests from consumers and/or family members, preparation of specific forms, and assisting medical staff in achieving progressive steps associated with Meaningful Use. This position also assists medical staff by ensuring that they are aware of soon to expire Plans of Care and medication consents.

Outcome Measures

Contractor review two areas in which to establish quality of care. They are as follows:

- 1) Department of Health Care Services Bi-annual Consumer Satisfaction Survey: Contractor will review questions 9, 11, 15, and 28 of the Consumer Satisfaction Survey. Contractor's standard of quality will be that responses from consumers served within Contractor's medication departments will meet State averages.
- 2) Utilization Review of medication services: Contractor's standard of care will be that charts reviewed as part of the medication Utilization Review Process will achieve a passing rate at least 80% of the time.

ACCESS & CRISIS DEPARTMENT

Access Services

The Access Team provides the first clinical contact with Medi-Cal/Medicare beneficiaries and Medicaid eligible individuals seeking to access Specialty Mental Health Services (SMHS). The Access Department has two main responsibilities which are 1) Mental Health Screenings, and 2) Mental Health Intake Assessments.

Screening

The Access Team's point of contact to help consumers to access SMHS is through the role of Screener. Screeners triage concerns with consumers and then guide them along the appropriate pathways towards the services Contractor provides or link them with the requested or recommended services in the community.

Mental Health Intake Assessment

The primary process for entering the mental health system is through the mental health intake assessment. This is the time in which medical necessity is established, a psychosocial assessment is completed, a diagnosis is established, consent for treatment is obtained, and a Plan of Care is created.

The mental health intake assessment occurs with the model called "Open Access." Open Access allows for a consumer to walk in the clinic, receive an initial screening and if appropriate complete the mental health intake assessment that day. Contractor implemented the Open Access model effective April 1, 2017. Contractor sees this model as transformative in that it will dramatically shorten wait time between initial contact with mental health to the point of assessment. Since the initiation of Open Access Contractor averaged 85 assessments per month. It is expected that this use will continue.

Outcome Measurements

Contractor will use the following elements in which to establish success of the Open Access model.

- 1) No Shows: Prior to the initiation of the Open Access model no show rates for scheduled mental health assessments were 37%. This represented a significant loss in revenue and in unutilized service time. While there is not a side to side comparison between the no shows in the former model with the Open Access model, it can compare unutilized service time (time set aside for assessments and not used). The standard for the Open Access Model is that no more than 20% of the scheduled assessment slots will go unused.
- 2) Wait times: Prior to Open Access the time between the mental health screening and the mental health intake assessment averaged between four to six weeks. The standard for Open Access is that the average wait time between screening and assessment will be no longer than five working days.

Crisis Response

The Crisis Team responds to the immediate crisis needs of all residents of Kings County, 24 hours a day and 7 days a week. Crisis Clinicians provide consultative collaboration with treatment providers and community partners involved in a crisis episode, deliver crisis interventions to meet the immediate needs of the consumer, and perform crisis risk evaluations of individuals at the Hanford clinic, the Adventist (Hanford) Emergency Room, Adventist Family Birthing Center, County Jail, County Juvenile Detention Center, or over the phone. This team continually reviews and applies its expertise and experience to

deliver the best, most effective care to those at serious risk of harm, as related to a mental disorder.

Outcome Measures

There are two primary quality standards by which Contractor evaluate Crisis Response services.

- 1) Hospitalization Rates: Because involuntary hospitalizations are both the most financially impactful and the most personally intrusive mental health intervention every attempt is made to secure a successful outcome to a crisis event with initiating an involuntary detention. Contractor's standard is to reduce the events of involuntary detainment as a result of a crisis evaluation to no more than 20%.
- 2) Response Times: Contractor's quality standard is to respond to crisis evaluation requests from the emergency department of jail, within 1 hour at a frequency of 90% of the time. In FY 2016-2017 Contractor meet our standard 96.5% of the time. The most common reason for missing the time frame was because the crisis counselor was worker on an earlier call.

Community Integration Team (CIT)

The Community Integration Team (CIT) facilitates safe discharges of consumers from psychiatric facilities and extends that facilitation of stable functioning to consumers who have progressed back into the community. The CIT collaborates closely with the Public Guardian's Office and with Kings County Behavioral Health on behalf of consumers for whom the agencies provide enhanced oversight of their treatment. In addition to the monitoring of consumers in treatment-enhanced placements and discharge planning, Community Integration Team (CIT) Case Managers also carry a caseload of consumers residing independently in the community, and provide rehab interventions to support continued stable functioning.

Prevention and Early Intervention (PEI)

Post Crisis, Co-Occurring Chronic Medical Conditions, and Homelessness (PATH)

Contractor's Prevention and Early Intervention (PEI) program, like other PEI programs, is funded through the Mental Health Services Act (MHSA). The PEI Team fills in gaps in service for consumers by offering emotional support, guidance, and linkage to mental health services. Typically, the PEI Team works with individuals who have suffered a crisis episode or who have experienced other barriers to receiving appropriate treatment. The PEI team helps consumers with one or more co-occurring chronic medical conditions to approach mental health treatment as part of a "whole health treatment plan."

PATH

The PATH program is a homelessness outreach program designed to remove barriers related to homelessness for individuals in Kings County. The PATH Coordinator's performance and Contractor's administration of the grant funding has been lauded by grant auditors as a model program, and is being used as a model for programs reaching other locations in the Central Valley region.

24/7 Crisis Call Center

Central Valley Suicide Prevention Hotline (CVSPH), a program of the Contractor Corporation, is contracted to answer all after-hours and weekend telephone informational inquiries into how to access Contractor's services and to respond to all requests for crisis service, whether to dispatch a Crisis Worker to a partner agency, to respond directly to a consumer in need of brief crisis intervention, or to facilitate dispatch of emergency services to the consumer's location.

Marriage and Family Therapist/Masters of Social Work Traineeship/Internship

Contractor has developed a comprehensive and innovative field placement experience for MFT and MSW students who are completing their graduate field placement experience. The purpose of this program is to prepare MFT/MSW graduate students for successful employment in a county mental health system. They are exposed to all aspects of services provided within a county mental health system and learn about how to work within the guidelines of Medi-Cal and Medicare payment systems. There are typical 6 to 8 trainees/interns at any one time who come from multiple different institutions, including, but not limited to: California State University Fresno MFT program, California State University Fresno School of Social Work, Fresno Pacific Biblical Seminary, Brandman University and others. Trainees and Interns provide on average 170 hours of clinical services per month. Most of these services are Medi-Cal reimbursable.

In addition to the benefit this program provides to the consumers of Kings County and to the future therapist we instruct, there is also a direct long-term benefit to Kings County. The students who participate in the field placement experience also serve as a recruiting source for Contractor-Hanford.

Contractor is in competition of numerous other agencies that are discovering the benefits of investing in a field placement experience. Many of these agencies provide students with a stipend or transportation assistance. Contractor will fund a \$1,000 stipend, per student, per semester. This program would be capped at \$8,000 per fiscal year.

Outcome Measures

There are two measures that will be used to evaluate this program.

- 1) The primary goal is that MFT Student Trainees and MSW Interns will provide the number of clinical services that would be equal to that of a full-time therapist.
- 2) The second goal is that no less than 50% of our employed therapist will be recruited from the pool of previous MFT Student Trainees and MSW Interns.

SUBSTANCE USE DISORDER (SUD) OUTPATIENT SERVICES

These services seek to stabilize and rehabilitate those identified with a SUD diagnosis. The program seeks to assist those affected by the consequences associated with substance use and addiction by providing education using evidence based curriculum,

utilizing group and individual counseling in a safe therapeutic environment, assisting consumers with relapse prevention strategies, and incorporating family members into the treatment process. Treatment is driven by a plan of care developed by the consumer and SUD staff. The plan of care identifies goals the consumer would like to accomplish prior to completing the program. This program is to promote a recovery lifestyle, the development of healthy life skills, and the development of a recovery community.

Outcome Measures:

To evaluate program efficacy, Contractor measures success by looking at two primary issues; 1) demonstrating a baseline level of knowledge related to recovery principles and 2) to achieve 90 days of sobriety by time of discharge.

1. Base line knowledge: The SUD program administers a 20-topic true/false questionnaire that measures a participant's level of knowledge about recovery related principles. This test is given at treatment initiation and then again at treatment conclusion.

Goal: There are two parts to this goal and they are:

- a. All participants will achieve a score of 80% or higher on the questionnaire at treatment completion.
- b. The average score will increase from treatment initiation to treatment conclusion by 25.0%.

2. Sobriety: Participants are regularly drug tested to ascertain length of sobriety.

Goal: The program goal is that 85% of participants will attain 90 days of sobriety by the conclusion of treatment.

EXHIBIT B: BUDGET

Kings View Budget for Substance Use Disorder FY 17-18
Line Item Detail by Program

	SUD	DRUG COURT	TOTAL
EXPENSES			
Salaries & Wages	162,394	18,686	181,080
Payroll Taxes	13,966	1,607	15,573
Benefits	20,003	2,302	22,305
	<u>196,363</u>	<u>22,595</u>	<u>218,958</u>
Fees Medical Phys	4,000	-	4,000
Client Related Expenses	7,502	2,103	9,605
Rent/Lease - Bldg	24,100	5,971	30,071
Building Maintenance/Supplies	1,842	531	2,373
Utilities	3,378	800	4,178
Communications	722	97	819
IT Services	7,360	911	8,270
Software Expenses	1,687	311	1,999
Program Supplies	83	20	103
Office Expenses	1,756	844	2,600
Printing Expenses	1,216	94	1,310
Fixed Assets	3,368	255	3,623
Staff Transportation Expenses	3,194	15	3,209
Liability Insurance	907	202	1,110
Staff Training Expenses	3,396	-	3,396
Staff Recruitment	402	13	415
G & A	24,605	3,044	27,649
TOTAL EXPENSES	<u>89,520</u>	<u>15,210</u>	<u>104,731</u>
TOTAL ALL EXPENSES	285,883	37,805	323,688
 REVENUE			
Kings View Collected Revenue	4,924	-	4,924
Kings Co. Behavioral Health Funding	280,959	37,805	318,764
TOTAL REVENUE	<u>285,883</u>	<u>37,805</u>	<u>323,688</u>

**Kings View Budget for Mental Health FY 17 - 18
Summary by Program**

	ACCESS/CRISIS	MH CSOC	MH TAY	MH ASOC	MH OASOC	PATH	CJTC	YOBG	OT	FRC	ECHO	LIAISON	CAMP	PEI	IEP HAN	TOTAL
EXPENSES																
Salaries & Wages	1,142,564	933,466	392,433	1,413,518	76,129	35,925	107,137	104,321	441,830	199,306	87,926	74,867	20,885	55,330	5,098	5,090,736
Payroll Taxes	98,261	80,279	33,749	121,563	6,547	3,325	9,214	8,972	37,998	17,140	10,015	6,439	1,796	4,758	438	440,495
Benefits	140,736	115,013	48,338	174,111	9,377	6,854	13,197	12,850	54,423	24,550	14,344	9,222	2,573	6,815	628	633,031
	1,381,561	1,128,759	474,521	1,709,193	92,053	46,104	129,548	126,142	534,250	240,996	112,285	90,528	25,254	66,904	6,165	6,164,262
Fees Medical Phys	155,408	152,794	76,696	249,579	10,306		2,000		71,767	30,245						748,795
Inpatient Physician Svcs	45,103	43,098	22,390	153,413	4,311		-		-	-						268,315
Client Related Expenses	13,423	12,284	5,878	26,615	1,872	-	9,713	896	4,816	2,210	1,820	503	349	592	332	81,304
Rent/Lease - Bldg	39,000	39,195	19,203	61,441	3,877	-	3,569	2,131	29,255	20,893	58,606	1247	51	4,633	800	283,901
Building Maint/Supplies	6,749	6,113	3,190	10,374	1,001	-	208	366	3,325	903	7,962	84	36	341	108	40,759
Utilities	5,931	5,980	3,500	8,478	1,740	-	504	299	4,021	1,909	8,304	174	9	652	115	41,615
Communications	7,408	6,534	3,241	12,318	453	509	478	581	5,155	12,288	2,311	248	178	1,006	60	52,768
IT Services	52,376	43,524	17,729	62,195	3,541	1,061	4,932	4,831	19,879	9,181	4,249	3,440	936	2,554	304	230,732
Software Expenses	14,239	10,656	4,784	18,729	559	-	1,311	978	5,761	3,188	1,556	595	680	630	105	63,773
Program Supplies	200	743	160	850	49	853	186	895	185	937	15,987	-	1,002	223	5	22,276
Office Expenses	5,511	5,645	2,254	8,973	368	2,401	1,022	746	2,514	1,534	1,050	293	131	491	122	33,054
Printing Expenses	4,057	5,503	1,862	8,032	611	313	387	313	1,435	2,155	613	187	87	258	50	25,863
Fixed Assets	20,147	18,545	9,131	31,384	2,696	-	1,286	998	8,194	3,788	1,469	561	199	571	113	99,082
Staff Transportation Exps	26,059	21,563	10,389	38,589	2,484	3,336	212	3,507	25,538	6,019	2,421	277	970	3,992	843	146,200
Liability Insurance	5,729	5,118	2,246	8,226	301	-	1,069	500	2,322	1,379	753	310	248	292	65	28,558
Staff Training Costs	5,116	4,829	2,497	8,511	356	-	-	1,745	2,399	1,054	426	20	42	951	15	27,961
Staff Recruitment	1,420	1,477	593	1,956	431	-	65	32	422	177	80	28	16	47	20	6,765
Corporate G & A	179,761	140,359	59,272	220,338	11,837	-	16,488	16,150	66,459	30,693	14,205	11,499	3,128	8,540	1,015	779,743
OPERATING EXPENSES	587,638	523,960	245,016	930,002	46,794	8,472	43,431	34,967	253,447	128,552	121,811	19,465	8,062	25,775	4,071	2,981,461
TOTAL ALL EXPENSES	1,969,199	1,652,718	719,537	2,639,195	138,847	54,576	172,979	161,109	787,697	369,547	234,095	109,992	33,316	92,679	10,236	9,145,723
REVENUE																
Kings View Collected Revenue	-	-	-	166,103	-	-	701	102,147	-	-	13,824	-	-	-	5,133	287,908
Kings Co. Behavioral Health Funding	1,969,199	1,652,718	719,537	2,451,549	138,847	54,576	172,278	58,962	787,697	369,547	220,271	109,992	33,316	92,679	5,103	8,836,272
TOTAL REVENUE	1,969,199	1,652,718	719,537	2,617,652	138,847	54,576	172,979	161,109	787,697	369,547	234,095	109,992	33,316	92,679	10,236	9,124,180
NET - See Note	-	-	-	(21,543)	-	-	-	-	-	-	-	-	-	-	0	(21,543)

Note - The \$21,543 is the 17-18 amortization for the phone system.



KINGS VIEW

FY 17-18 Kings View Combining Budget

	MH-MHSA	SUD	Total
EXPENSES			
Salaries & Wages	5,090,736	181,080	5,271,816
Payroll Taxes	440,495	15,573	456,068
<u>Benefits</u>	<u>633,031</u>	<u>22,305</u>	<u>655,335</u>
PERSONNEL EXPENSES	6,164,262	218,958	6,383,219
Fees Medical Phys	748,795	4,000	752,795
Inpatient Physician Svcs	268,315	-	268,315
Client Related Expenses	81,304	9,605	90,908
Rent/Lease - Bldg	283,901	30,071	313,972
Building Maint/Supplies	40,759	2,373	43,132
Utilities	41,615	4,178	45,793
Communications	52,768	819	53,587
IT Services	230,732	8,270	239,002
Software Expenses	63,773	1,999	65,771
Program Supplies	22,276	103	22,379
Office Expenses	33,054	2,600	35,654
Printing Expenses	25,863	1,310	27,173
Fixed Assets	99,082	3,623	102,705
Staff Transportation Exps	146,200	3,209	149,408
Liability Insurance	28,558	1,110	29,668
Staff Training Costs	27,961	3,396	31,357
Staff Recruitment	6,765	415	7,180
Corporate G & A	<u>779,743</u>	<u>27,649</u>	<u>807,392</u>
OPERATING EXPENSES	2,981,461	104,731	3,086,192
TOTAL EXPENSES	<u>9,145,723</u>	<u>323,688</u>	<u>9,469,411</u>
Less: Phone Depreciation	(21,543)		(21,543)
Less: Kings View Revenue	<u>(287,908)</u>	<u>(4,924)</u>	<u>(292,832)</u>
Kings Co. Behavioral Health Funding	<u>\$ 8,836,272</u>	<u>\$ 318,764</u>	<u>\$ 9,155,036</u>

EXHIBIT C: MEDI-CAL RATES

Service Description	County Code	Revenue Code	Procedure Code	Procedure Modifier 1	Procedure Modifier 2	Procedure Modifier 3	Procedure Modifier 4	Per Minute	Max Allowed Rate Per Unit	Monthly Rate	Place Of Service	Unit Basis Measurement Code	Flat Rate	Service Month Qualifier
General Hospital Inpatient	16	0100	H2015	HE					1,371.54			Day	FALSE	
Hospital Inpatient - Psychiatric Hospital under age 21	16	0100	H2015	HE	HA				1,371.54			Day	FALSE	
Hospital Inpatient - Psychiatric Hospital over age 64	16	0100	H2015	HE	HC				1,371.54			Day	FALSE	
General Hospital - Admin Day	16	0101	H0046	HE					489.28			Day	FALSE	
Hospital Inpatient - Administrative Day - Psychiatric Hospital Under age 21	16	0101	H0046	HE	HA				489.28			Day	FALSE	
Hospital Inpatient - Administrative Day - Psychiatric Hospital Over age 64	16	0101	H0046	HE	HC				489.28			Day	FALSE	
Psychiatric Health Facility	16		H2013	HE					684.01			Day	FALSE	
Adult Crisis Residential (Non-Geriatric)	16		H0018	HE	HB				385.72			Day	FALSE	
Adult Crisis Residential (Geriatric)	16		H0018	HE	HC				385.72			Day	FALSE	
Adult Residential (Non-Geriatric)	16		H0019	HE	HB				188.14			Day	FALSE	
Adult Residential (Geriatric)	16		H0019	HE	HC				188.14			Day	FALSE	
Crisis Stabilization - ER	16		S9484	HE	TG				119.74		23	Hour	FALSE	
Crisis Stabilization - UC	16		S9484	HE	TG				119.74		20	Hour	FALSE	
Day Treatment Intensive (Half Day)	16		H2012	HE	TG				182.54			Hour (use Flat Half Day rate for units = 3 and < 4)	TRUE	4
Day Treatment Intensive (Full Day)	16		H2012	HE	TG				256.38			Hour (use Flat Half Day rate for units = 3 and < 4)	TRUE	4
Day Rehabilitation (Half Day)	16		H2012	HE					106.49			Hour (use Flat Half Day rate for units = 3 and < 4)	TRUE	4
Day Rehabilitation (Full Day)	16		H2012	HE					166.21			Hour (use Flat Half Day rate for units = 3 and < 4)	TRUE	4
Linkage(CM) Brokerage	16		T1017	HE				2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
Linkage(CM) Brokerage	16		T1017	HE	GT			2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
Linkage(CM) Brokerage	16		T1017	HE	HQ			2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
Linkage(CM) Brokerage	16		T1017	HE	SC			2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
Intensive Care Coordination (ICC)	16		T1017	HK				2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
Intensive Care Coordination (ICC)	16		T1017	HK	SC			2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
Intensive Care Coordination (ICC)	16		T1017	HK	HQ			2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
Intensive Care Coordination (ICC)	16		T1017	HK	GT			2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
CFT Participation ICC related	16		T1017	HK	HA			2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
CFT Participation NON ICC related	16		T1017	HE	HA			2.56	38.40			15 minutes (Bill in one-minute increments)	FALSE	
STRTP Assessment	16		H2015	HE	HA			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Intensive Home-Based Services (IHBS)	16		H2015	HK				3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Intensive Home-Based Services (IHBS)	16		H2015	HK	SC			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Intensive Home-Based Services (IHBS)	16		H2015	HK	HQ			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Intensive Home-Based Services (IHBS)	16		H2015	HK	GT			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS)	16		H2015	HE				3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS)	16		H2015	HE	GT			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS)	16		H2015	HE	HQ			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS)	16		H2015	HE	SC			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS) Rehabilitation	16		H2017	HE				3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS) Rehabilitation	16		H2017	HE	GT			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS) Rehabilitation	16		H2017	HE	HQ			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS) Rehabilitation	16		H2017	HE	SC			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS) / Plan Development	16		H0032	HE				3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS) / Plan Development	16		H0032	HE	GT			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS) / Plan Development	16		H0032	HE	HQ			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Mental Health Services (MHS) / Plan Development	16		H0032	HE	SC			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
TBS	16		H2019	HE				3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
TBS	16		H2019	HE	HQ			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
TBS	16		H2019	HE	SC			3.31	49.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support	16		H2010	HE				6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support	16		H2010	HE	GT			6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support	16		H2010	HE	HQ			6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support	16		H2010	HE	SC			6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support / Care Plan Develop and Document	16		G8437	HE				6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support / Care Plan Develop and Document	16		G8437	HE	GT			6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support / Care Plan Develop and Document	16		G8437	HE	HQ			6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support / Care Plan Develop and Document	16		G8437	HE	SC			6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support / Care Plan Develop and Document	16		H0034	HE				6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support / Care Plan Develop and Document	16		H0034	HE	GT			6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support / Care Plan Develop and Document	16		H0034	HE	HQ			6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Medication Support / Care Plan Develop and Document	16		H0034	HE	SC			6.11	91.65			15 minutes (Bill in one-minute increments)	FALSE	
Crisis Intervention	16		H2011	HE				4.91	73.65			15 minutes (Bill in one-minute increments)	FALSE	
Crisis Intervention	16		H2011	HE	GT			4.91	73.65			15 minutes (Bill in one-minute increments)	FALSE	
Crisis Intervention	16		H2011	HE	HQ			4.91	73.65			15 minutes (Bill in one-minute increments)	FALSE	
Crisis Intervention	16		H2011	HE	SC			4.91	73.65			15 minutes (Bill in one-minute increments)	FALSE	

EXHIBIT D: ASSURANCE AND CERTIFICATION

EXHIBIT D: ASSURANCES AND CERTIFICATIONS

Contractor hereby agrees that programs and services receiving financial assistance from and through the California Department of Health Care Services or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

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

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

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

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

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

Drug-Free Workplace Government Code Section 8355

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;

- b. The person or organization’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company’s drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. [Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.]

BY: _____
Brenda Johnson Hill, Executive Director
Kings View Counseling Services
“CONTRACTOR”

EXHIBIT E: HIPPA BUSINESS ASSOCIATE AGREEMENT

Exhibit E
HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

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

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

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

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

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

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

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

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

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

2) ***Provision of wrap around ("WRAP") Program Services.*** Use and disclose PHI to provide WRAP program services to County. WRAP program services means the provision of services to children/youth and families, including individuals who are members of a class of children covered by Katie A. v Bonta (Katie A) settlement based on the Multidimensional Treatment Foster Care model and as further defined in the Scope of Work, which is attached as Exhibit A to the Agreement who are consumers serviced through Business Associate.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

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

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

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

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

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving

written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County Administrative Office		Kings County Behavioral Health
County of Kings		460 Kings County Drive, No. 101
1400 W. Lacey Blvd.	and	Hanford, CA 93230
Hanford, CA 93230		

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45

CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

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

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

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

A. Failure to detect or

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

VI. **Termination.**

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

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

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

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

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

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

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

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

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

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

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

Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). 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 County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines

installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

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

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

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

II. **System Security Controls.**

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

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

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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

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

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

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

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

EXHIBIT F: BRANDING POLICY

Exhibit F: Branding Policy

Behavioral Health County of Kings

Created August, 2009

Overview

Behavioral Health (BH) is a department within Kings County, and serves as the funder, coordinator, and administrator of mental health services and alcohol and other drug services in Kings County.

The Mission of BH is to promote, support, and invest in the wellness and recovery of individuals living in the communities of Kings County. To achieve this end the BH contracts with a number of community based providers, organizations, and agencies to provide a variety of service that render services that range from prevention, family support groups, mental health crisis response, addiction treatment, etc. In addition BH funds a number of local programs, initiatives, and activities to also promote, support, and invest in the wellness of individuals in residing within the county.

Purpose

The services funded by BH are almost entirely funded with public dollars, and driven by taxpayer revenue. As such BHA deems it necessary to demonstrate to the public how it is A) utilizing those public funds, B) exhibit the types of projects, programs, and services it is funding, C) generating public awareness of the collaboration between the various programs in the county and the BH.

This awareness is conducted through the Branding Policy developed by BH. This Branding policy includes the following stipulations:

- Contractors/grantors/providers shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press releases regarding any program funded directly or in part by BH contain the language that reflects that services are funded by Kings County Behavioral Health.
- All written materials such as but not limited to flyers, brochures and/or other written material must contain the BH logo. This applies to any and all electronic materials as well, websites, on-line advertising, and social networking sites, etc.
- Logo must appear in its original color (Black and Purple) and format, unless the entire document is going to be in grayscale, or black and white, and in such instance, the logo may also appear in such manner to be uniform with the document. Otherwise it must appear in color.
- Whenever possible BH wants both language and logo to appear on materials.
- The language for the branding must be written in the following format statement, “(name of organization) (type) services funded by Kings County Behavioral Health.”
- BH reserves the right to review materials for public use that has the branding language and logo should that service be funded by BH. Should material containing BH language and logo, and or if services are funded, and the materials

are utilized in a manner that is deemed offensive, discriminatory, political, or violate any County wide policies, then BH has a right to request that the materials be revised to eliminate any of the mentioned issues. BH does reserve the right to approve the use of materials utilizing the BHA Brand should the need arise.

- BH will not allow its brand to be associated to any services, program, action, that may be perceived by the public to be damaging to the County, and or any of its agencies, or contrary to the mission of BH.

Benefits

The branding policy ensures that BH and Kings County are afforded the appropriate recognition for is funding of and or support of publicly programs. The Branding policy also provides assurances for BH that its name, logo, and funding are not used in manner that may be damaging to the public or the county.

The branding policy also works to provide the partnering agencies with a direct collaborative connection to BH, and demonstrates to the public the join effort to seeking the overall wellness of the people and communities of Kings County.

BH is available to address any concerns, and or address any issues not covered in the policy on case by case bases.

EXHIBIT G: ADA GRIEVANCE PROCEDURE

Exhibit G

County of Kings

2016 ADA Self-Evaluation

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit G

County of Kings

2016 ADA Self-Evaluation

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

Kevin McAlister, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Behavioral Health –Lisa Lewis/Cristobal Hernandez
SUBJECT: AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION FOR
MENTAL HEALTH SERVICES FOR DOMESTIC VIOLENCE SURVIVORS

SUMMARY:

Overview:

Behavioral Health is seeking to renew an agreement with the Kings Community Action Organization for the provision of mental health services for domestic violence survivors at the Barbara Seville Women's Shelter.

Recommendation:

Authorize the Chairman of the Board to sign the Agreement with Kings Community Action Organization for domestic violence survivors at the Barbara Seville Women's Shelter effective July 1, 2017 through June 30, 2018.

Fiscal Impact:

There will be no additional cost to the County General Fund. This is a one year agreement beginning July 1, 2017 through June 30, 2018 in the amount of \$108,025. Revenues and expenditures are found in Fiscal Year 2017/2018 Budget Unit #422200 titled Mental Health Services Act.

BACKGROUND:

The Kings Community Action Organization (KCAO) operates the Barbara Saville Women's Shelter in order to provide a safe and secure living environment for women and children seeking refuge from domestic violence and/or who are homeless due to unforeseen circumstances and situations. Through this agreement KCAO will continue to ensure that a minimum of 50 shelter resident's access co-located mental health services, including assessment, intensive case management, wraparound services, crisis counseling and therapeutic treatment to address, among other things, post-traumatic stress disorder and major depression. The Agreement has been reviewed and approved by County Counsel and a copy is on file with the Clerk to the Board.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

COUNTY OF KINGS

**AGREEMENT FOR SERVICES
BETWEEN THE COUNTY OF KINGS AND KINGS COMMUNITY ACTION
ORGANIZATION**

THIS AGREEMENT is made and entered into as of the __ day of _____, 2017, by and between the County of Kings, through its Behavioral Health Department a political subdivision of the State of California (hereinafter, "County") and Kings Community Action Organization ("KCAO"), a California non-profit corporation (hereinafter, "Contractor").

R E C I T A L S

WHEREAS, the County requires the Contractor to provide the Mental Health Services for Domestic Violence Survivors project in accordance with the Kings County's Mental Health Services Act (MHSA) plan; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

A. Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in the Scope of Work as set forth in **Exhibit A**, the Fees/Budget set forth in **Exhibit B**, the Kings County ADA Grievance Procedures set forth in **Exhibit C**, the Assurances and Certifications contained in **Exhibit D**, the County's Branding policy set forth in **Exhibit E**, and the County's HIPAA Business Associate Agreement set forth in **Exhibit F** to the County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor's professional responsibility.

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

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

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except that as set forth in Exhibit B. Payment for service provided under this Agreement is limited to the maximum amount of **\$108,025**. County shall not be liable to the Contractor for any amount in excess of the maximum amount. If the Statewide MHSA funding is reduced or discontinued by the State, compensation under this Agreement shall be terminated or reduced accordingly as set forth in the State Contract. County's obligation to make payments under this Agreement is contingent on the State making allocation for funding under the MHSA Plan to the County, and the State delivering the allocated funds under the State Contract to the County.

4. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method. Contractor shall be reimbursed on a monthly basis, no later than fifteen (15) business days following receipt of a written monthly invoice to the County. Monthly invoices shall be emailed to the County no later than fifteen (15) business days after the service month. Said invoice shall indicate the services pursuant to the Scope of Work (Exhibit "A"). Contractor shall not be reimbursed for any services beyond the allocated monthly amount as reflected on each invoice. Contractor shall submit a final invoice within twenty (20) days after the termination of this Agreement. Contractor must obtain written approval from County for any budget line item variance greater than twenty-five percent (25%) within the approved budget, Exhibit B.

5. TERM

This Agreement shall cover services rendered from July 1, 2017 through June 30, 2018, unless terminated or extended as otherwise provided in this Agreement.

6. BRANDING

Contractor shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press release regarding this agreement contain the language and logo of County, in accordance with the Kings County Behavioral Health Branding Policy, attached hereto as Exhibit E.

7. TIME

Time for performance of this Agreement is of the essence.

8. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with County's representative.

9. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

10. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the parties.

11. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. Effects of Termination. Termination of this Agreement shall not terminate any

obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

12. INSURANCE

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 a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to County. Such Certificate shall be mailed as set forth under the Notice Section 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. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering bodily injury, personal injury and property damage. The 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 Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). 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, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions. If Contractor has a claims made policy, the policy must be kept in full force and effect for five (5) years after the termination of this Agreement or any extension of this Agreement.

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 the 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.

13. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

14. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of

County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

15. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment, and purchasing practices, wages, hours, and conditions of employment.

16. CONFIDENTIALITY

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

17. CONFLICT OF INTEREST

Contractor warrants that its employees, Board of Directors, officers, or their immediate families have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. DRUG FREE WORKPLACE

Contractor warrants that it is knowledgeable of Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

20. NONDISCRIMINATION

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

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

21. ADA COMPLIANCE

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

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

22. SUBCONTRACTORS

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

23. ASSIGNMENT

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

24. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided

Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

25. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY:
COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
KINGS COMMUNITY ACTION ORGANIZATION
1130 N. 11TH AVENUE
HANFORD, CA 93230

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

28. SEVERABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

29. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 9 Records and Inspections, for claims made policies Section 10 Insurance, Section 13 Indemnification, and Section 14 Confidentiality.

30. MATTERS TO BE DISREGARDED

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. NO THIRD PARTY BENEFICIARIES

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

32. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

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

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

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

33. AUTHORITY

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

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF KINGS

KINGS COMMUNITY ACTION ORGANIZATION

By: _____
Craig Pedersen, Chairman

By:  _____
Jeff Garner, KCAO Director

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By: _____
Carrie R. Woolley, Deputy

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Budget/Fees
- Exhibit C:** Kings County ADA Grievance Procedures
- Exhibit D:** Assurances and Certifications
- Exhibit E:** Branding Policy
- Exhibit F:** HIPAA Business Associate Agreement

Kings County Behavioral Health
Mental Health Services Act Program
KINGS COMMUNITY ACTION ORGANIZATION
Mental Health Services for Domestic Violence Survivors
SCOPE OF WORK
July 1, 2017 – June 30, 2018

Contractor shall provide mental health program services at the Barbara Seville Women's Shelter in accordance with the Kings County Mental Health Services Act (MHSA) One-Year Program & Expenditure Plan 2017 - 2018. Services shall be provided for adults with serious mental illness or who meet the criteria for having a serious mental illness and to children with serious emotional disturbance or who meet criteria for having a serious emotional disturbance. Mental health treatment at the shelter ensures that clients can access co-located mental health services, including assessment, intensive case management, wraparound services, crisis counseling, and therapeutic treatment to address, among other things, PTSD and major depression. Following initial engagement, program staff will provide linkages to consumers to enroll in mental health treatment through the County's mental health plan and/or in the appropriate Full Service Partnership program for the parent and/or child.

A. Program Goals and Objectives

- a. This program seeks to ensure that victims of domestic violence, sexual assault, or homelessness and their families can adequately access mental health services during the period in which they are housed at the Women's Shelter.
- b. Contractor shall ensure that preventative mental health supports are part of the supports for stability made available to women with mental illness and children with serious emotional disturbance while housed in the Women's Shelter.
- c. Contractor shall provide case management services and referrals for mental health treatment to children with serious emotional disturbance and mentally ill adult victims of domestic violence to address and prevent further trauma of living with a mental illness and/or experiencing the dislocation of homelessness.
- d. Contractor shall provide space for a therapeutic service provider from Kings County Behavioral Health to provide individual and group therapy.

B. Values and Principles

- a. Contractor shall ensure that all services provided through this agreement are in accordance with the Mental Health Services Act (MHSA) and the philosophy, principles, and practices of the Recovery Vision for mental health consumers (Welfare Institution Code Section 5813.5(d)) which include:

- i. To promote concepts key to the recovery for individuals who have mental illness: hope, personal empowerment, respect, social connections, self responsibility, and self-determination.
- ii. To promote consumer-operated services as a way to support recovery.
- iii. To reflect the cultural, ethnic, and racial diversity of mental health consumers.
- iv. To plan for each consumer's individual needs.

b. Services shall be culturally competent, culturally appropriate, and respectful of the culture of women and their families. Services must meet the minimum Culturally and Linguistically Appropriate Services (CLAS) standards.

C. Performance Outcomes

a. Contractor shall submit a program participant demographic, outcome, and evaluation report to Kings County Behavioral Health by the 10th day of each month.

b. Complete an intake and assessment with a minimum of 50 participants (annually) and provide case management to those 50 participants.

c. Provide quarterly outcome and evaluation reports to Kings County Behavioral Health within fifteen business days (15) after the close of the quarter. Reports will include information mutually agreed upon in item C-a.

d. Provide annual program update presentation to the Kings County Behavioral Health Advisory Board.

e. Designate a staff member to participate as a member of the Kings County Cultural Competency Task Force and report back to Contractor's Leadership regarding committee activities. Contractor shall participate in at least 75% of task force meetings annually.

f. Schedule and participate in quarterly management meetings with Kings County Behavioral Health in order to review performance outcomes.

D. Staffing Requirements

a. Identify and/or hire 1 full time Mental Health Specialist Case Manager, 1 half-time Mental Health Specialist Case Manager, as well as partially fund 1 program manager (10%). The program manager will oversee the day to day activities related to the domestic violence program, rape crisis program, and homeless assistance programs, supervise direct services staff and Kings County Behavioral Health funded staff, complete staffing schedules, facilitate staff meetings and trainings (both staff and client) and fill in when necessary as direct services staff.

b. Maintain the following education/experience standards for the Mental Health Specialist Case Manager position:

- i. Two (2) years experience working in crisis intervention, group, family, or individual counseling, case management, or client advocacy and 15 semester units of college coursework from an accredited college or university in a related field, e.g., psychology, sociology, or social work (RN or LVN license will satisfy this educational requirement);
- ii. One year of experience working in crisis intervention, group, family, or individual counseling, case management, or client advocacy and a Bachelor's degree from an accredited four year college or university in a related field in a related field, e.g., psychology, sociology, social work; or
- iii. Possession of a valid license as a Psychiatric Technician issued by the State of California; or
- iv. A Master's Degree in a related field, e.g., counseling, psychology, or social work from an accredited four-year college or university.
- v. All staff funded by Kings County Behavioral Health are expected to have the 40-hour Domestic Violence paraprofessional training, per Cal OES requirements. Additionally staff must attend a minimum of twenty-four (24) hours per year for full time staff and twelve (12) hours per year for part time staff of training, including, but not limited to, annual cultural competency, Applied Suicide Intervention Skills Training (ASIST) and/or Mental Health First Aid (MHFA), or other related behavioral health evidence-based training.
- vi. All staff are expected to participate in the necessary trainings to maintain their current certification requirements.
- vii. Contractor must submit a record of training hours to Kings County Behavioral Health one month prior to the end of the fiscal year. The County's fiscal year ends on June 30th of each year.

E. Description of Services

- a. Services for the program shall be provided by 1.5 FTE Mental Health Case Managers who shall be responsible at a minimum for the following:
 - i. Completion of an intake and assessment for each individual/family at Barbara Seville Women's Shelter in order to assess each family member's mental health;
 - ii. Intensive case management services for adults who have been diagnosed or meet criteria for having a serious mental illness (SMI) and/or children with a serious emotional disturbance (SED) or meet the criteria for a SED diagnosis;
 - iii. Participation in and/or scheduling case staffings with shelter clients and relevant service providers as deemed appropriate by Contractor or Kings County Behavioral Health, including weekly Case Consultation Team (CCT) meetings;
 - iv. Assisting individuals/families with creation and completion of their case plan goals;

- v. Providing resource and referral information, along with warm linkages for shelter clients;
- vi. Performing crisis intervention counseling at a level not requiring licensure as a mental health professional;
- vii. Working directly with local mental health agencies to ensure that eligible shelter clients are appropriately served by local mental health agencies;
- viii. Providing assistance to families requiring services, such as translations (English/Spanish), transportation (handicapped), and crisis counseling for families and individuals experiencing acute domestic violence trauma; and
- ix. Providing shelter clients with information and coaching/training related to public transportation, job preparation, continuing education, budgeting, housing, and other subjects related to successful independent living.

Exhibit B

Intervention, Prevention, and Support Services 2017-2018

SALARIES

6000	All Positions		
	Case Manager-Mental Health @ \$20.24hr x 12 months x 100% = \$42,099	Total \$	68,657.00
	Case Manager-Mental Health @ \$20.24hr x 12 months x 50% = \$21,050		
	Program Manager @ \$26.45/hr X 12 months X 10% = \$5,502		

BENEFITS

6100	All Positions		
	Taxes and Benefits Total	Total \$	22,301.00
	Salaries: Includes FICA, SUI, Workers Compensation, Pension, Health and Life Ins, Vacation; FT salaries X 38% = \$18,091; PT salaries X 20% = \$4,210		

SUPPLIES

6210	Office Supplies	\$	200.00
6240	Program Supplies	\$	325.00
6275	Small Equipment		
6280	Janitorial Supplies		
6295	Computer & Software Supplies		
		Total	

EQUIPMENT

6310	Equipment Purchases (2 new computers @ \$900 each)		
6370	Equipment Maintenance		
		Total	

COMMUNICATIONS

6410	Publications & Subscriptions		
6420	Dues And Memberships		
6460	Telephone		
6470	Postage		
6475	Photocopies		
6490	Outside Printing		
		Total	

OCCUPANCY

6510	Rent		
6530	Storage		

Exhibit B

Page 2 of 3

6540 Utilities \$1,264/ mos x 12 mos x
100% = \$15,163; 25% = 3,791
Electricity, water, trash and gas
utilities \$ 3,791.00

6560 Bldg Repair/Maintenance

6561 Grounds Maintenance

Total _____

OUTSIDE SERVICES

6610 Auditing

6620 Consulting Services

6625 Contracted Services

6630 Legal Services

6640 Collective Bargaining

Total _____

VEHICLE EXPENSES

6710 Gas & Oil

6720 Vehicle Insurance

6730 Vehicle License & Fees

6740 Vehicle Repair & Maintenance

6750 Vehicle Lease

Total _____

TRAVEL & TRAINING

6810 Staff Travel - Local 3704 miles X
.54 Meetings, trainings, follow-up
with shelter clients once exited. \$ 2,000.00

6820 Staff Travel - O of A

6825 Per Diem

6860 Staff Training \$ 2,000.00

6870 Workshop Expense

6880 Conference Registration

Total _____

INDIRECT

6910 Indirect Costs 8.7% \$ 8,646.00

6915 Indirect Unreimbursed

Total _____

OTHER EXPENSES

7030 Insurance And Bonding

7055 Pre-Employment Physicals \$ 80.00

7065 Employee Recognition

7080 Fees And Licenses

7090 Miscellaneous Expense

7110 Transportation Voucher

7130 Motivational Redirectives

7140 Fingerprinting \$ 25.00

Exhibit B

Page 3 of 3

7570

Educational Materials

Total

TOTAL BUDGET \$ 108,025.00

Exhibit C

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit C

County of Kings

2016 ADA Self-Evaluation

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

Kevin McAlister, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

ASSURANCES AND CERTIFICATIONS

Contractor hereby agrees that programs and services receiving financial assistance from and through the California Department of Health Care Services or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

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

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

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

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

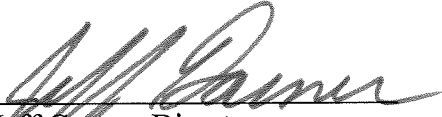
Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule"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

Drug-Free Workplace Government Code Section 8355

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;

- b. The person or organization's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. [Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.]

BY: 
Jeff Garner, Director
Kings Community Action Organization

HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

E. As set forth in this Agreement, Contractor **Kings Community Action Organization** is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses, or discloses PHI.

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

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

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

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

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

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

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

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

2) **Provision of wrap around ("WRAP") Program Services.** Use and disclose PHI to provide WRAP program services to County. WRAP program services means the provision of services to children/youth and families, including individuals who are members of a class of children covered by Katie A. v Bonta (Katie A) settlement based on the Multidimensional Treatment Foster Care model and as further defined in the Scope of Work, which is attached as Exhibit A to the Agreement who are consumers serviced through Business Associate.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

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

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

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

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

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

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

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving

written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County Administrative Office		Kings County Behavioral Health
County of Kings		460 Kings County Drive, No. 101
1400 W. Lacey Blvd.	and	Hanford, CA 93230
Hanford, CA 93230		

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

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

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

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

IV. **Obligations of County.**

County agrees to:

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

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

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45

CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

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

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

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

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

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

Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). 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 County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines

installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

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

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

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

II. **System Security Controls.**

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

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

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

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

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

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

III. **Audit Controls.**

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

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

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

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

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

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

V. **Paper Document Controls.**

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Behavioral Health –Lisa Lewis/Katie Arnst

SUBJECT: AGREEMENT WITH KINGS COUNTY COMMISSION ON AGING FOR
RESPITE CARE SERVICES

SUMMARY:

Overview:

Behavioral Health is seeking to renew an agreement with the Kings County Commission on Aging for provision of the Respite Care Services Program.

Recommendation:

Authorize the Chairman of the Board to sign the Agreement with Kings County Commission on Aging for the Respite Care Services Program effective July 1, 2017 through June 30, 2018.

Fiscal Impact:

There will be no additional cost to the County General Fund. This is a one year agreement beginning July 1, 2017 through June 30, 2018 in the amount of \$93,042. Revenues and expenditures are found in Fiscal Year 2017/2018 Budget Unit #422200 titled Mental Health Services Act.

BACKGROUND:

Behavioral Health has contracted with the Kings County Commission on Aging for provision of the Respite Care Services Program since Fiscal Year 2010-2011. The program aims to provide assistance and relief to primary caregivers of older adults with mental illness to alleviate the emotional stress associated with caregiving and ensuring their mental wellbeing. This program allows primary caregivers to participate in scheduled and unscheduled events and have time away from caring for the individual. Services provided by the program complement the natural family supports already in-place as identified by the caregiver.

The Agreement has been reviewed and approved by County Counsel and a copy is on file with the Clerk to the Board.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

COUNTY OF KINGS
AGREEMENT FOR SERVICES
BETWEEN THE COUNTY OF KINGS AND KINGS COUNTY COMMISSION ON
AGING

THIS AGREEMENT is made and entered into as of the July 1, 2017, by and between the County of Kings, through its Behavioral Health Department a political subdivision of the State of California (hereinafter "County") and Kings County Commission on Aging, a California non-profit corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, County requires the Contractor to provide respite services according to the Mental Health Services Act (MHSA) plan; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

A. Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in the Scope of Work set forth in **Exhibit A**, Budget **Exhibit B**, Kings County ADA Grievance Procedures **Exhibit C**, the Assurances and Certifications **Exhibit D**, Branding policy in **Exhibit E**, and HIPAA policy set forth in **Exhibit F** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

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

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

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except that as set forth in **Exhibit B**. Payment for service provided under this Agreement is limited to the maximum amount of **\$93,042 in Fiscal Year 2017/2018**. County shall not be liable to the Contractor for any amount in excess of the maximum amount. If the Statewide MHSA funding is reduced or discontinued by the State, compensation under this Agreement shall be terminated or reduced accordingly as set forth in the State Contract. County's obligation to make payments under this Agreement is contingent on the State making allocation for funding under the MHSA Plan to the County, and the State delivering the allocated funds under the State Contract to the County.

4. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method. Contractor shall be reimbursed on a monthly basis, no later than fifteen (15) business days following receipt of a written monthly invoice to the County. Monthly invoices shall be emailed to the County no later than fifteen (15) business days after the service month. Said invoice shall indicate the services pursuant to the Scope of Work (Exhibit A). Contractor shall not be reimbursed for any services beyond the allocated monthly amount as reflected on each invoice. Contractor shall submit a final invoice within twenty (20) days after the termination of this Agreement. Contractor must obtain written approval from County for any budget line item variance greater than twenty-five percent (25%) within the approved budget (Exhibit B).

5. TERM

This agreement shall take effect at the date first written above and shall terminate on June 30, 2018. This Agreement may be extended pursuant to section 10.

6. BRANDING

Contractor shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press release regarding this agreement contain the language and logo of County, in accordance with Kings County Behavioral Health branding policy Exhibit E.

7. TIME

Time for performance of this Agreement is of the essence.

8. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with County's representative.

9. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

10. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the parties.

11. TERMINATION

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

- A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

- B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

- C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.
- D. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

12. INSURANCE

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 a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to County. Such Certificate shall be mailed as set forth under the Notice Section 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. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering bodily injury, personal injury and property damage. The 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 Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). 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, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

The County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Contractor may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gaps for five (5) years after the termination of this Agreement or any extension of this Agreement.

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 the 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.

13. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

14. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

15. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

16. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information. Contractor shall execute and comply with Exhibit F, a Business Associate Agreement under HIPAA.

17. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services

under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. DRUG FREE WORKPLACE

Contractor warrants that it is knowledgeable of Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

20. NONDISCRIMINATION

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

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

21. ADA COMPLIANCE

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

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

22. SUBCONTRACTORS

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

23. ASSIGNMENT

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

24. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

25. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY:
COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
KINGS COUNTY COMMISSION
ON AGING
680 N CAMPUS DRIVE, SUITE D
HANFORD, CA 93230

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

28. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

29. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 9 Records and Inspections, for claims made policies Section 10 Insurance, Section 13 Indemnification, and Section 14 Confidentiality.

30. TITLES TO BE DISREGARDED

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. NO THIRD PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

32. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

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

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

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

33. AUTHORITY

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

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

COUNTY OF KINGS

KINGS COUNTY COMMISSION
ON AGING

By: _____
Craig Pedersen, Chairman

By: Bobbie Wartson
Bobbie Wartson, Executive Director

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By: _____

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: Kings County ADA Grievance Procedures

Exhibit D: Assurances and Certifications

Exhibit E: Branding

Exhibit F: HIPAA

KINGS COUNTY BEHAVIORAL HEALTH
Mental Health Services Act (MHSA) Program

KINGS COUNTY COMMISSION ON AGING
RESPITE CARE SERVICES FOR SENIORS &
SENIOR CARETAKERS

SCOPE OF WORK
July 1, 2017 – June 30, 2018

CONTRACTOR shall provide respite program services for the older adult population of Kings County, as identified in the Kings County Mental Health Services Act Plan and agreed upon by both parties through the following activities:

1. CONTRACTOR shall develop and implement all Respite Care protocols and procedures (including written eligibility requirements) necessary to implement the requirements of the Program. Eligibility criteria must be established prior to access by seniors and should look at anxiety, depression, stress, grief, change in life circumstance, and or isolation of the primary care giver.
2. CONTRACTOR shall provide Behavioral Health with any updates to written eligibility requirements to be held on file by November 30, 2018.
3. CONTRACTOR shall identify appropriate candidates to receive respite care services, including seniors caring for another senior, caretaker children of seniors. Respite Services shall be provided to fulltime or primary Care Givers for adult senior (50 years old and up).
4. CONTRACTOR shall complete the Beck Hopelessness Scale on all persons/caretakers seeking to receive respite services to identify any potential risk factors for depression or suicide as part of the eligibility requirements.
 - a. Based on results of the screening, those at risk for suicide or depression shall be provided with a referral to Behavioral Health for addition resources (including assessment, counseling or linkage to appropriate level of care).
5. CONTRACTOR shall provide Respite Care to seniors or fulltime/primary caretakers of seniors with the goal of reducing stress associated with care of loved one by a senior, depression with regards to providing care for a loved one, and isolation that can occur for senior caretakers.
6. CONTRACTOR shall contract/arrange for Respite Care services to be provided during the time the regular care taker is away, by a licensed Home Healthcare Agency, or other appropriate and licensed care provider. List of those approved providers will be forwarded to Behavioral Health for record keeping.

Exhibit A

7. CONTRACTOR shall provide Behavioral Health with quarterly reports accounting for the number of participants, expenditures per quarter and per participant, number of Becks Screenings (and results including referrals made) as well as seven required demographical markers on all participants which include: as age, gender, sexual orientation, ethnicity race, veteran status, and any disability.
8. CONTRACTOR will use approved program referral/assessment forms to assist in determining participant eligibility and enrollment, and include copies of the referral form with monthly invoices for the Respite Care services invoices to Behavioral Health.
9. CONTRACTOR shall establish an expenditure cap per participant/family per fiscal year and provide that cap information to Behavioral Health for record keeping.
10. CONTRACTOR shall accept any received referrals from Home Care Providers for participants to the Senior Access for Engagement (SAFE) program or Behavioral Health for additional services.
11. CONTRACTOR shall allow participants the option to meet/interview the Home Healthcare staff who will be providing services to see if the staff and the family are compatible, and if the Home Healthcare providers agree to the meeting, they will be compensated for the time, regardless of outcome through this program.
12. CONTRACTOR shall fully cooperate with all required reporting requested. The CONTRACTOR shall provide the County and State with such information and reports as they shall require, including information necessary to prepare the following if needed, and/or requested:
 - a. Monthly and annual monitoring program reports.
 - b. Fiscal reports required by County and State.
 - c. Monthly Invoices for expenditures incurred with activity report for the program.
 - d. Other data or cost reports as requested by County.

**KINGS COUNTY COMMISSION ON AGING
RESPITE SERVICES PROGRAM
July 1, 2017 - June 30, 2018**

BUDGET	
Personnel	
Gross Wages (Program Facilitator)	30,742.00
Taxes/Fringe Benefits	7,160.00
Total Payroll Expenses	37,902.00
Other Costs	
Staff Travel/Training	500.00
Building Space	0.00
Advertising/Brochures	1,000.00
Catered Meals	0.00
Communication	500.00
Insurance	1,200.00
Licenses	0.00
Misc Expense	0.00
Membership/Subscriptions	0.00
Postage	0.00
Printing	1,000.00
Respite Services	48,085.00
Professional & Legal Services	715.00
Utilities	0.00
Supplies	940.00
Vol. Personnel Expenses	0.00
Volunteer Travel	0.00
Evaluations	1,200.00
Vol. Recognition	0.00
Total Other Costs	55,140.00
Total Operating Expenses	93,042.00

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

Kevin McAlister, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

ASSURANCES AND CERTIFICATIONS

Contractor hereby agrees that programs and services receiving financial assistance from and through the California Department of Health Care Services or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

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

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

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

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

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

Drug-Free Workplace Government Code Section 8355

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;

- b. The person or organization's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. [Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.]

BY: Bobbie Wartson
Bobbie Wartson
Executive Director, Kings County
Commission on Aging

Behavioral Health County of Kings Branding Policy

Created August, 2009

Overview

Behavioral Health (BH) is a department within Kings County and serves as the funder, coordinator, and administrator of mental health services and alcohol and other drug services in Kings County.

The Mission of BH is to promote, support, and invest in the wellness and recovery of individuals living in the communities of Kings County. To achieve this end, BH contracts with a number of community based providers, organizations, and agencies to provide a variety of services that range from prevention, family support groups, mental health crisis response, addiction treatment, etc. In addition, BH funds a number of local programs, initiatives, and activities to also promote, support, and invest in the wellness of individuals in residing within the County.

Purpose

The services funded by BH are almost entirely funded with public dollars earmarked to provide specific services. As such, BH deems it necessary to demonstrate to the public how it: 1) utilizes those public funds; 2) exhibits the types of projects, programs, and services it is funding; and 3) generate public awareness of the collaboration between various programs in the County and the BH.

This awareness is conducted through the Branding Policy developed by BH. This Branding policy includes the following stipulations:

- Contractors, Grantors, and Providers shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press releases regarding any program funded directly or in part by BH contain the language that reflects that services are funded by Kings County Behavioral Health.
- All written materials, including, but not limited to flyers, brochures, and/or other written material must contain the BH logo. This applies to any and all electronic materials as well as websites, on-line advertising, and social networking sites, etc.
- The BH Logo must appear in its original color (Black and Purple) and format, unless the entire document is going to be in grayscale or black and white. In such instance, the logo may appear in such a manner as to be uniform with the document.
- Whenever possible BH wants and the logo to appear on materials in addition to the required funding language.
- The language for the branding must be written in the following format statement: “(name of organization) (type of) services funded by Kings County Behavioral Health.”
- BH reserves the right to review materials for public use that has the branding language and logo should that service be funded by BH. Should material

containing BH language and logo, or services funded, are used in a manner that is deemed offensive, discriminatory, political, or in violation of any County wide policies, BH has a right to demand the revision of the materials or services to eliminate any identified concerns. BH reserves the right to approve the use of materials utilizing the BH Brand should the need arise.

- BH will not allow its brand to be associated with any services, program, action, that may be perceived by the public to be damaging to the County or any of its agencies, or contrary to the mission of BH.

Benefits

The branding policy ensures that BH and Kings County are afforded the appropriate recognition for its funding of and/or support of publicly available programs. The Branding policy also provides assurances for BH that its name, logo, and funding are not used in manner that may be damaging to the public or the County.

The Branding policy also works to provide the partnering agencies with a direct collaborative connection to BH and demonstrate to the public the joint effort to seeking the overall wellness of the people and communities of Kings County.

BH is available to address any concerns or issues not covered in this policy on a case by case bases.

HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

E. As set forth in this Agreement, Contractor **Kings County Commission on Aging** is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

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

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

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

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

2) **Provision of wrap around ("WRAP") Program Services.** Use and disclose PHI to provide WRAP program services to County. WRAP program services means the provision of services to children/youth and families, including individuals who are members of a class of children covered by Katie A. v Bonta (Katie A) settlement based on the Multidimensional Treatment Foster Care model and as further defined in the Scope of Work, which is attached as Exhibit A to the Agreement who are consumers serviced through Business Associate.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

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

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

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

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

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving

written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County Administrative Office County of Kings 1400 W. Lacey Blvd. Hanford, CA 93230	and	Kings County Behavioral Health 460 Kings County Drive, No. 101 Hanford, CA 93230
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D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section, Business Associate shall observe the following requirements:

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

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

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

IV. **Obligations of County.**

County agrees to:

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

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

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45

CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. **Miscellaneous Provisions.**

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

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

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

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

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

.Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). 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 County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines

installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

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

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

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

II. **System Security Controls.**

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

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

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF KINGS AND INMATE CALLING SOLUTIONS LLC.

SUMMARY:

Overview:

The King's County Sheriff's Office requests the Chairman of the Board to sign an agreement between the County of Kings and Inmate Calling Solutions, LLC.

Recommendation:

Authorize the Chairman of the Board to sign an agreement between the County of Kings and Inmate Calling Solutions, LLC. for inmate calling and video services.

Fiscal Impact:

There will be no fiscal impact to the General Fund. Telephone and video visitations generate commission monies, which are deposited into the Inmate Welfare Fund and used for inmate programs in accordance with fund guidelines.

BACKGROUND:

The Kings County Sheriff's Office's agreement with Inmate Calling Solutions, LLC for inmate calling and video services expired November 1, 2017. In March of 2017, the Sheriff's Office went out to request for proposals (RFP) for continuation of these services and to include additional expanded services. After a thorough rating process Inmate Calling Solutions was selected and a new contract was developed. In addition to the traditional inmate calling and video visitation services, there will be the availability to interface with our commissary vendor allowing inmates to place orders electronically, rather than by paper. Services will allow inmates grievance procedures to be handled electronically as well as inmates having the opportunity to receive emails and

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT BETWEEN THE COUNTY OF KINGS AND INMATE CALLING SOLUTIONS, LLC.

November 21, 2017

Page 2 of 2

voice messages. One hundred inmate education tablets are included in this contract along with an education platform that will be offered free of charge to our inmates. Entertainment services, such as music, games and movies, will also be allowed at a minimal cost to the inmate. New law library services will be offered which will be expanded to include those services on all tablets. Video visitation services are expanded to allow for Skype type visits as well as offering five community based visit kiosks. Two financial kiosks will be installed, one in the jail lobby and one in the booking area. These kiosks will allow booking agencies to deposit their arrestee's cash and coin which will be converted to debit-cards upon release. The lobby kiosk will allow families to deposit funds onto inmate's financial accounts.

COUNTY OF KINGS
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Inmate Calling Solutions, LLC, DBA ICSolutions ("ICS"), a company licensed to do business in the State of California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, County requires services for inmate telephone, video visitation, law library, educational, and related services for the inmates of the Kings County Jail ("Jail") as set forth in Request for Proposal No. 2017-70; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in the Scope of Work, attached hereto and incorporated herein as if set forth in full as **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

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

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

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

C. To fully comply with the terms and conditions of this Agreement, Contractor shall:

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Agreement.

2. Submit monthly cost reimbursement claims. Documented verification of actual expenditures must support each claim. Reimbursement shall only be for expenditures that directly benefit the County.

3. Retain financial, programmatic, client data and other service records for five (5) years from the date of the end of the contract award or for five (5) years from the date of termination.

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except that as set forth in **Exhibit B**.

4. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

5. TIME

Time for performance of this Agreement is of the essence.

6. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect as set forth in **Exhibit B**, until both parties have completed performance, or the Agreement is otherwise terminated in accordance with its terms.

Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with County's representative.

7. PREVAILING WAGE; REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS FOR COMPLIANCE MONITORING

Contractor understands and agrees that the work performed under this Agreement may be subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for determining whether the work to be performed hereunder is subject to prevailing wage laws and shall bear sole responsibility for ensuring the enforcement thereof.

In the event the work to be performed hereunder is subject to prevailing wage, Contractor understands and agrees that it shall be required to register with and submit certified payrolls to the Department of Industrial Relations for compliance monitoring.

8. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

9. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the parties.

10. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

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

D. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

11. INSURANCE

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 a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to County. Such Certificate shall be mailed as set forth under the Notice Section 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. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering bodily injury, personal injury and property damage. The 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 Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). 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, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions. If Contractor has a claims made policy, the policy must be kept in full force and effect for five (5) years after the termination of this Agreement or any extension of this Agreement.

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 the 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.

12. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

13. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

14. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

15. CONFIDENTIALITY

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

16. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

17. DRUG FREE WORKPLACE

Contractor warrants that it is knowledgeable of Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

18. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

19. NONDISCRIMINATION

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

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

20. ADA COMPLIANCE

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

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

21. SUBCONTRACTORS

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

22. ASSIGNMENT

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

23. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

24. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk.

No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

25. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY:
KINGS COUNTY SHERIFF'S OFFICE
ATTN: ASST. SHERIFF ROBERT THAYER
1570 KINGS COUNTY DR
HANFORD, CA 93230
EMAIL: ROBERT.THAYER@CO.KINGS.CA.US
TEL: 559.852.2886

CONTRACTOR:
ICSOLUTIONS
ATTN: JIM CROUCH, REGIONAL MGR
3128 E PACKARD DR.
GILBERT, AZ 85298
EMAIL: JCROUCH@ICSOLUTIONS.COM
TEL: 480.213.6264

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

28. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

29. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 8 Records and Inspections, Section 11 Insurance, Section 12 Indemnification, and Section 15 Confidentiality.

30. MATTERS TO BE DISREGARDED

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. NO THIRD PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

32. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

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

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

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

33. AUTHORITY

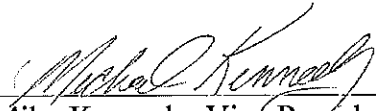
Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

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

COUNTY OF KINGS

ICSOLUTIONS

By: _____
Craig Pedersen, Chairman

By:  _____
Mike Kennedy, Vice President of
Sales and Marketing

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By: _____
Carrie R. Woolley, Deputy

- Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: Fees
Exhibit C: Kings County ADA Grievance Procedures

EXHIBIT A

Milestone Dates

Contract Award		
Contract Sign Off		
Site Survey	TBD	7-10 Days after contract Signing
Phase One Start	TBD	7-10 Days after contract Signing
Phase One Completion	TBD	7-10 Days after contract Signing
Phase Two Start	TBD	45 Days after contract Signing
Phase Two Completion	TBD	60 Days after contract Signing
Phase Three Start	TBD	75 Days after contract Signing
Phase Three Completion	TBD	90 Days after contract Signing

Phase One - Inmate Telephones	Feature -/- Function -/- System -/- Hardware	Estimated Install Duration	Notes
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Centralized Enforcer Call Processing			
49 x Stainless Steel Inmate Telephones (includes 1 additional phone)		Completed	
2 x TDD\TTY Unit		Completed	
Unlimited Enforcer User licenses		Completed	
Interface to JMS platform (managed by County IT)			
Automated Inmate ID\Pin Updates		Completed	
The Enforcer Investigative Suite			
The Verifier – Biometric Inmate Identity Verification		TBD	
The Word Finder – Phonetic Word Search Technology		TBD	
The Analyzer – Data Mining & Link Analysis		TBD	
The Enforcer IVR Suite			
The Informer – PREA Module		TBD	
The Communicator – Inmate Request Portal		TBD	
The Attendant – Informational IVR		TBD	
Interface to Spillman Banking			
Automated PIN-Based Debit Calling (if desired & supported by Spillman)		TBD	
Interface to Canteen Commissary System			
Over-the-Phone Commissary Ordering (if desired & supported by Canteen)		TBD	
Calling Rates -- Reduced & Equalized ...Everyone pays the same			
All Domestic Calls (Collect, PrePaid, Debit, Debit Card) rated at \$0.21 per Minute		Contract Signature	
International Debit, Debit Card calls rated at \$0.75 per Minute		Contract Signature	
FCC Compliant Funding Fees			
Online & IVR Funding = \$3.00		Contract Signature	
Live Agent Funding = \$5.95		Contract Signature	
Inmate Voicemail			
Inbound voicemail priced at \$1.00 per message		30 Days	
Deposit Services			
Booking Kiosk with Cash & Coin acceptors		TBD	
Lobby Kiosk for Public Use		TBD	

Phase Two - Video Visitation

The Visitorsm Video Visitation System			
44 x Upgraded Inmate Video Kiosks		5 Days	
44 x Upgraded Visitor Video Kiosks		5 Days	
5 x New Inmate Mobile Video Kiosks		2 Days	
Case Maker Law Library available on all Inmate Video Kiosks		1/2 Day	
5 x New Visitor deployed at Public Locations		TBD	Based on County information and Bandwidth availability
2 x Monitoring Workstation		1/2 Day	
2 x Lobby Registration\Scheduling Units		1/2 Day	
Fully Integrated with The Enforcer® Inmate Phone System		Inclusive	
Web-based Visitor registration		Inclusive	
Web Based Scheduling for all visits		Inclusive	
Long Term Recording Storage of visitation sessions		Inclusive	
Remote Visitation Enabled		Inclusive	
ICS will provide the necessary bandwidth to support remote visitation sessions		Completed	
Remote Visitation priced at \$12.00 for 30 Minute Visitation Session		Inclusive	
All-inclusive installation & wiring leveraging all existing cable infrastructure		Inclusive	
All-Inclusive warranty, support, repair/replace maintenance agreement		Inclusive	

EXHIBIT A

Phase Three - Inmate Tablets Program

100 x Ruggedized Inmate Tablets	1 Day
50 x Wall Mounted Charging Stations	3 Days
Install WiFi network to provide wireless access coverage in the housing areas.	10 Days
Inmate Enablement Services	
Commissary Ordering	TBD
Email & Electronic Messaging	TBD
Reporting Portal & Grievance Filing	TBD
Access to Case Maker Law Library service	TBD
Inmate Entertainment	
Music, Games & Movies	TBD
Free Educational Content	TBD

Exhibit B

The contract term for the below services will commence on December 1, 2017 and continue through November 30, 2020. The contract shall automatically renew for two additional terms of one year each with the option to renew for additional terms at the County's discretion.

1. The following rates for Inmate Calling Services will apply to all calls (Collect, PrePaid, Debit\Debit Card) originating from a County facility:

Local:	\$0.21 per Minute
IntraLATA:	\$0.21 per Minute
Intrastate:	\$0.21 per Minute
Interstate:	\$0.21 per Minute
International:	\$0.75 per Minute (Debit & Debit Card only)

Note: Interstate rates apply for all calls to US territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and US Virgin Islands

2. The following fees will apply to Prepaid account funding events:

Account Funding via Online:	\$3.00
Account Funding via IVR:	\$3.00
Account Funding via Live Agent:	\$5.95

3. The following fees will apply to Inmate Voicemail service:

Inbound Inmate Voicemail:	\$1.00 per message
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4. The following fees will apply to Video Visitation service:

On-Site Video Visitation:	Free
Remote Video Visitation:	Two Free 30 Minute Visits per week \$12.00 per 30 Minute session for any additional visits during that same week

5. The following fees will be charged to Inmates for Inmate Tablet Services:

Inmate Tablet Services:	\$0.05 per Content Usage Minute (Education excluded)
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Note: Inmates will be granted free access to all Education applications

6. The following fees will be charged to County for Inmate Education Applications:

Basic Education Package:	No Cost
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Package includes Khan Academy & basic Lifeskills.

Basic Plus Education Package:	\$0.50/Day/Enrollee
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Package includes basic education plus ability to upload facility owned or licensed material

Exhibit B

Enhanced ED Education Package: \$1.00/Day/Enrollee
Package includes GED coursework based on iPathways Syllabus plus expanded lifeskills, English skills for foreign speakers, vocational series etc.

7. The following fees will apply to Deposit Services:

Booking Kiosk with Cash & Coin acceptors:	Free (County will reconcile & deposit)
Lobby Kiosk for Public Use:	\$4.00 per Transaction <i>Includes armored car cash pick-up services</i>

Based on the above calling rates and fees, Contractor shall pay the following commissions to County:

Inmate Calling Service:	72.1% of Total Gross Calling Revenue
Inmate Voicemail Service:	50% of Total Gross Voicemail Revenue
Remote Video Visitation Service:	50% of Total Gross Remote Video Visitation Revenue

Exhibit C

County of Kings

2016 ADA Self-Evaluation

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit C

County of Kings

2016 ADA Self-Evaluation

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

Kevin McAlister, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Community Development Agency – Greg Gatzka

SUBJECT: MONTHLY REPORT TO THE BOARD OF THE PLANNING COMMISSION'S
ACTIONS

SUMMARY:

Overview:

Monthly report of the Planning Commission's actions.

Recommendation:

Information only. No formal action required.

Fiscal Impact:

None

BACKGROUND:

At their regular meeting held Monday, December 4, 2017, the Kings County Planning Commission reviewed the following:

ACTIONS AS THE PLANNING COMMISSION

Conditional Use Permit No. 15-05 (RE Mustang Two, LLC) – The Commission considered a proposal to establish a 150 Megawatt photovoltaic solar energy generating facility to be constructed on approximately 1,800 acres, located at 17189 Avenal Cutoff Road, Lemoore, CA, Assessor's Parcel Numbers (APNs) 026-020-009, 010, and 016 and portions of APNs 026-020-012 and 020.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Fire Department – Clay Smith/Matthew Boyett

SUBJECT: AGREEMENT FOR COUNTY FIRE SERVICES WITH THE CITY OF AVENAL

SUMMARY:

Overview:

On June 30, 2017, the most recent agreement for fire services with the City of Avenal expired. The County and the City of Avenal have agreed on a new agreement for fire services. If approved, the new agreement will expire on June 30, 2018.

Recommendation:

Authorize the Chairman to sign the agreement for fire services with the City of Avenal and authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

Fiscal Impact:

The City of Avenal will pay the Kings County Fire Department \$290,000 which is to be deposited into Fund 1200, Budget Unit 241000, Account 81540010: Cities – City of Avenal.

BACKGROUND:

Kings County Fire Department has provided fire and emergency services to the City of Avenal for many years. The County and the City entered into an agreement that would formalize each agency's responsibility.

On November 21, 2017, the Kings County Fire Department brought this agenda item to the Board for approval. Due to an error in the budget appropriation and transfer form and absence of a full Board for 4/5 approval, this item is being brought back to the Board for approval.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ___ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT FOR COUNTY FIRE SERVICES WITH THE CITY OF AVENAL

December 5, 2017

Page 2 of 2

Over the past several years, the Agreement for Fire Services between the City and the County has been as follows: FY 12/13 - \$280,000, FY 13/14 - \$280,000, FY 14/15 - \$290,000, FY 15/16 - \$270,000, and FY 16/17 - \$270,000. Since June 2017, the County and the City have been in negotiations to reach an agreement for fire services for the current fiscal year. In an effort to assist with increased costs of fire services, the County and the City have agreed to a one-year, \$290,000 agreement, which is a \$20,000 increase from FY 16/17.

Typically the agreements are multi-year but this one-year agreement was decided upon due to financial uncertainties of the City. The new agreement has been approved by County Counsel and also was approved by the City of Avenal's City Council during their October 26, 2017 meeting. Negotiations for FY 18/19 will begin in January 2018.

AGREEMENT FOR
COUNTY FIRE SERVICES
WITHIN THE CITY OF AVENAL

THIS AGREEMENT is made and entered into and effective this 13th day of September, 2017, by and between the County of Kings (hereinafter “County”) and the City of Avenal (hereinafter “City”), upon the following terms and conditions.

RECITALS:

1. The County and the City have for many years enjoyed a relationship whereby the County provides fire service within the incorporated areas of the City of Avenal.
2. Any prior agreement relating to fire services provided by the County to the City is mutually terminated as of the effective date of this Agreement.
3. The County and the City desire to amend the character of this relationship whereby the City provides additional compensation in order to reimburse County for the costs of providing these services.
4. In order to confirm the details of the continued relationship between and amended duties of the City and County for the provision of fire services by the County within the incorporated areas of the City of Avenal, the City and County enter into the Agreement that follows.

1. Powers and Duties of County.

A. Enforcement Responsibilities. The Fire Chief of the County of Kings shall enforce State statutes and ordinances of the City relating to fire prevention and protection, emergency medical response, rescues, hazardous materials responses, and fire investigation functions within the City’s boundaries, but only to the extent that the Fire Chief performs the same or substantially similar services in the County. The Fire Chief shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Fire Chief under County customs, ordinances and the statutes of the State of California.

B. Resources. Except in regards to stationery supplies and forms which must be issued in the name of the City, the County shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain a level of services meeting the minimum requirements agreed to between City and County. The County shall not reduce said level of resources and services below that which was provided during the 2016-2017 fiscal year. In all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense. The County and the City shall retain title to the property each may

acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

C. Municipal Agency. For the sole purpose of performing services and functions pursuant to this Agreement, and only for the purpose of giving official status to the performance thereof, the Fire Chief of the Kings County Fire Department, and the officers, employees and volunteers of the County Fire Department, shall exercise within the City all of the powers and duties conferred upon a city fire chief and city fire department personnel, and, *subject to the limitations set forth in paragraph 1.E below*, every County officer, employee and volunteer engaged in performing any such service and function shall be deemed to be an officer, employee or volunteer of the City while performing services and functions for the City to the extent that such services and functions are within the scope of this Agreement and are municipal functions.

D. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, employees and volunteers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County; provided, however, that, if in the judgment of the City Manager or City Council any Fire Department officer, employee or volunteer assigned to duty under this Agreement is not satisfactory to the City, the City Manager may so notify the Fire Chief in writing and within thirty (30) days of receipt of such a written notification, the Fire Chief shall respond in writing thereto.

E. Personnel. All persons employed in the performance of such services and functions as are contemplated by this Agreement for the City shall be County employees or volunteers, and no person employed hereunder shall have any City benefit, pension, civil service, status, or right of employment.

(1) City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City; County shall be solely responsible for the payment of any salaries, wages and compensation of, or indemnity for, injury or sickness arising out of said employment or volunteer relationship.

(2) City shall not be liable for compensation of or indemnity to any County officer, employee or volunteer for injury or sickness arising out of such employment.

F. Citizen Complaints. All citizen complaints from City residents regarding services provided pursuant to this Agreement shall be investigated and resolved by the County through its normal review procedures.

G. Service Reports. The City Manager shall have access to reports and other documents pertaining to the fire suppression and prevention services provided by the County within the City. Further, the Fire Chief or the Fire Chief's designated

representative upon request shall attend regular City Council meetings, and shall be prepared to respond to questions by the City Council regarding the services provided pursuant to this Agreement.

2. Consideration — City's Annual Obligation.

A. The City shall pay the amount of \$290,000 for the 2017-2018 fiscal year.

B. The City shall pay the yearly sum due in equal quarterly payments each Fiscal Year on September 30, December 31, March 31, and June 30.

3. Term of the Agreement.

The term of County's duty to provide fire services to City under this Agreement shall be one (1) year, commencing on July 1, 2017 and continuing for zero (0) successive years unless terminated by either party upon no less than six months written notice unless the termination is for cause which shall be effective immediately. Written notice of termination of this Agreement must be given to the other party by personal delivery or registered mail as provided in paragraph 5.F below.

4. Liability.

A. Indemnification. The County shall indemnify, defend and hold the City, its officers, agents and employees, harmless from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City or caused by the gross negligence or intentional misconduct of Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City.

5. Miscellaneous Provisions.

A. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California. It was mutually agreed and shall not be construed against the drafter. The provisions of this Agreement are severable and if any part of it is found to be unenforceable the other paragraphs shall remain in full force and effect. This Agreement contains the entire agreement between the parties hereto. The terms of this Agreement are contractual and not a mere recital. The recitals are an integral part of this Agreement and are incorporated herein.

B. Good Faith Negotiation and Attorney's Fees. The parties will use their best efforts in good faith to cooperate in fulfilling the terms of this Agreement. Should a dispute arise between the parties regarding administration of this Agreement or the services to be provided hereunder, the Administrative Officer of the County and City Manager of City, shall meet in an attempt to resolve the matter. If, however, any action

is brought to enforce or interpret the terms of this Agreement, the prevailing party shall (in addition to any other relief to which the party may obtain) be entitled to reasonable attorney's fees, as set by the Court in the same or any separate action.

C. Waiver. The waiver by any party of a breach of any provision of this contract shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. No Third Party Beneficiary. No person or organization shall be a third party beneficiary of this Agreement.

E. No Assignment. Neither party to this Agreement may assign its rights, privileges, benefits or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

F. Notice. Any and all inquiries and notices with respect to this Agreement may be given personally, or by registered mail addressed to County or City at the following address:

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204

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

Either party may change the address to which the notices shall be sent by advising the other party in writing of the change. Nothing herein shall preclude the giving of any notice by personal service to the other party.

G. Alterations and Modifications of Agreement. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by written mutual consent, signed by both parties, agree to modification hereof or addition hereto, which are not forbidden by law.

H. Waiver of Term. No waiver of any term, condition, or covenant of this Agreement by either party shall be deemed as a waiver of any other term, condition or covenant herein contained to the strict and proper performance thereof.

I. Captions. The caption of each article of this Agreement is inserted as a matter of convenience and reference only and in no way defines, limits, or describes the scope of the Agreement or in any way affects it.

J. Copies of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

6. Authority.

A. Legal Authority. Government Code Section 36501 provides that the government of a general law city shall be vested in the officers therein named and includes the designation of fire chief. Government Code Section 38611 provides that the legislative body of a general law city shall establish a fire department for the city, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters (hereinafter “volunteers”) as the legislative body may determine. Government Code Section 51301 authorizes the Board of Supervisors to contract with a city within the county and authorizes the city legislative body to contract with the county for the performance of city functions by appropriate county officers and employees. Government Code Section 51303 provides in part that: “The county officers and employees named in the contract shall exercise within the city all of the powers and duties conferred upon the city officers or employees named in the contract”.

B. Fire Chief. The City and County desire that the functions of the Chief of the Fire Department of City shall be performed by the Chief of the Fire Department of County acting as the Fire Chief of City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-written.

Chairman, Kings County Board
of Supervisors “County”

Mayor, City of Avenal, “City”

ATTEST:

ATTEST:

Clerk, Board of Supervisors

Clerk, City of Avenal

Approved as to Legal Form

Approved as to Legal Form

Colleen Carlson, County Counsel

City Attorney



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Fire Department – Clay Smith/Matthew Boyett

SUBJECT: AGREEMENT FOR COUNTY FIRE SERVICES WITH THE CITY OF CORCORAN

SUMMARY:

Overview:

On June 30, 2017, the most recent agreement for fire services with the City of Corcoran expired. The County and the City of Corcoran have agreed on a new agreement for fire services. If approved, the new agreement will expire on June 30, 2018.

Recommendation:

Authorize the Chairman to sign the agreement for fire services with the City of Corcoran and authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

Fiscal Impact:

The City of Corcoran will pay the Kings County Fire Department \$466,100 which is to be deposited into Fund 1200, Budget Unit 241000, Account 81540008: Cities – City of Corcoran.

BACKGROUND:

The Kings County Fire Department has provided fire and emergency services to the City of Corcoran for many years. In 2003, the County and the City entered into an agreement that would formalize each agency's responsibility.

On November 21, 2017, the Kings County Fire Department brought this agenda item to the Board for approval. Due to an error in the budget appropriation and transfer form and absence of a full Board for 4/5 approval, this item is being brought back to the Board for approval.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ___ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT FOR COUNTY FIRE SERVICES WITH THE CITY OF CORCORAN

December 5, 2017

Page 2 of 2

Over the past several years, the agreement for fire services between the City and the County has been as follows: FY 12/13 - \$400,000, FY 13/14 - \$410,000, FY 14/15 - \$425,000, FY 15/16 - \$350,000, and FY 16/17 - \$425,000. Since June 2017, the County and the City have been in negotiations to reach an agreement for fire services for the current fiscal year. In an effort to assist with increased costs of fire services, the County and the City have agreed to a one-year, \$466,100 agreement, which is a \$41,100 increase from FY 16/17.

Typically the agreements are multi-year but this one-year agreement was decided upon due to financial uncertainties of the City. The new agreement has been approved by County Counsel and also was approved by the City of Corcoran's City Council during their October 24, 2017 meeting. Negotiations for FY 18/19 will begin in January 2018.

AGREEMENT FOR
COUNTY FIRE SERVICES
WITHIN THE CITY OF CORCORAN

THIS AGREEMENT is made and entered into and effective this 13th day of September, 2017, by and between the County of Kings (hereinafter “County”) and the City of Corcoran (hereinafter “City”), upon the following terms and conditions.

RECITALS:

1. The County and the City have for many years enjoyed a relationship whereby the County provides fire service within the incorporated areas of the City of Corcoran.
2. Any prior agreement relating to fire services provided by the County to the City is mutually terminated as of the effective date of this Agreement.
3. The County and the City desire to amend the character of this relationship whereby the City provides additional compensation in order to reimburse County for the costs of providing these services.
4. In order to confirm the details of the continued relationship between and amended duties of the City and County for the provision of fire services by the County within the incorporated areas of the City of Corcoran, the City and County enter into the Agreement that follows.

1. Powers and Duties of County.

A. Enforcement Responsibilities. The Fire Chief of the County of Kings shall enforce State statutes and ordinances of the City relating to fire prevention and protection, emergency medical response, rescues, hazardous materials responses, and fire investigation functions within the City’s boundaries, but only to the extent that the Fire Chief performs the same or substantially similar services in the County. The Fire Chief shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Fire Chief under County customs, ordinances and the statutes of the State of California.

B. Resources. Except in regards to stationery supplies and forms which must be issued in the name of the City, the County shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain a level of services meeting the minimum requirements agreed to between City and County. The County shall not reduce said level of resources and services below that which was provided during the 2016-2017 fiscal year. In all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense. The County and the City shall retain title to the property each may

acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

C. Municipal Agency. For the sole purpose of performing services and functions pursuant to this Agreement, and only for the purpose of giving official status to the performance thereof, the Fire Chief of the Kings County Fire Department, and the officers, employees and volunteers of the County Fire Department, shall exercise within the City all of the powers and duties conferred upon a city fire chief and city fire department personnel, and, *subject to the limitations set forth in paragraph 1.E below*, every County officer, employee and volunteer engaged in performing any such service and function shall be deemed to be an officer, employee or volunteer of the City while performing services and functions for the City to the extent that such services and functions are within the scope of this Agreement and are municipal functions.

D. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, employees and volunteers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County; provided, however, that, if in the judgment of the City Manager or City Council any Fire Department officer, employee or volunteer assigned to duty under this Agreement is not satisfactory to the City, the City Manager may so notify the Fire Chief in writing and within thirty (30) days of receipt of such a written notification, the Fire Chief shall respond in writing thereto.

E. Personnel. All persons employed in the performance of such services and functions as are contemplated by this Agreement for the City shall be County employees or volunteers, and no person employed hereunder shall have any City benefit, pension, civil service, status, or right of employment.

(1) City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City; County shall be solely responsible for the payment of any salaries, wages and compensation of, or indemnity for, injury or sickness arising out of said employment or volunteer relationship.

(2) City shall not be liable for compensation of or indemnity to any County officer, employee or volunteer for injury or sickness arising out of such employment.

F. Citizen Complaints. All citizen complaints from City residents regarding services provided pursuant to this Agreement shall be investigated and resolved by the County through its normal review procedures.

G. Service Reports. The City Manager shall have access to reports and other documents pertaining to the fire suppression and prevention services provided by the County within the City. Further, the Fire Chief or the Fire Chief's designated

representative upon request shall attend regular City Council meetings, and shall be prepared to respond to questions by the City Council regarding the services provided pursuant to this Agreement.

2. Consideration — City's Annual Obligation.

A. The City shall pay the amount of \$466,100 for the 2017-2018 fiscal year.

B. The City shall pay the yearly sum due in equal quarterly payments each Fiscal Year on September 30, December 31, March 31, and June 30.

3. Term of the Agreement.

The term of County's duty to provide fire services to City under this Agreement shall be one (1) year, commencing on July 1, 2017 and continuing for zero (0) successive years unless terminated by either party upon no less than six months written notice unless the termination is for cause which shall be effective immediately. Written notice of termination of this Agreement must be given to the other party by personal delivery or registered mail as provided in paragraph 5.F below.

4. Liability.

A. Indemnification. The County shall indemnify, defend and hold the City, its officers, agents and employees, harmless from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City or caused by the gross negligence or intentional misconduct of Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City.

5. Miscellaneous Provisions.

A. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California. It was mutually agreed and shall not be construed against the drafter. The provisions of this Agreement are severable and if any part of it is found to be unenforceable the other paragraphs shall remain in full force and effect. This Agreement contains the entire agreement between the parties hereto. The terms of this Agreement are contractual and not a mere recital. The recitals are an integral part of this Agreement and are incorporated herein.

B. Good Faith Negotiation and Attorney's Fees. The parties will use their best efforts in good faith to cooperate in fulfilling the terms of this Agreement. Should a dispute arise between the parties regarding administration of this Agreement or the services to be provided hereunder, the Administrative Officer of the County and City Manager of City, shall meet in an attempt to resolve the matter. If, however, any action

is brought to enforce or interpret the terms of this Agreement, the prevailing party shall (in addition to any other relief to which the party may obtain) be entitled to reasonable attorney's fees, as set by the Court in the same or any separate action.

C. Waiver. The waiver by any party of a breach of any provision of this contract shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. No Third Party Beneficiary. No person or organization shall be a third party beneficiary of this Agreement.

E. No Assignment. Neither party to this Agreement may assign its rights, privileges, benefits or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

F. Notice. Any and all inquiries and notices with respect to this Agreement may be given personally, or by registered mail addressed to County or City at the following address:

City of Corcoran
1033 Chittenden Avenue
Corcoran, CA 93212

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

Either party may change the address to which the notices shall be sent by advising the other party in writing of the change. Nothing herein shall preclude the giving of any notice by personal service to the other party.

G. Alterations and Modifications of Agreement. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by written mutual consent, signed by both parties, agree to modification hereof or addition hereto, which are not forbidden by law.

H. Waiver of Term. No waiver of any term, condition, or covenant of this Agreement by either party shall be deemed as a waiver of any other term, condition or covenant herein contained to the strict and proper performance thereof.

I. Captions. The caption of each article of this Agreement is inserted as a matter of convenience and reference only and in no way defines, limits, or describes the scope of the Agreement or in any way affects it.

J. Copies of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

6. Authority.

A. Legal Authority. Government Code Section 36501 provides that the government of a general law city shall be vested in the officers therein named and includes the designation of fire chief. Government Code Section 38611 provides that the legislative body of a general law city shall establish a fire department for the city, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters (hereinafter “volunteers”) as the legislative body may determine. Government Code Section 51301 authorizes the Board of Supervisors to contract with a city within the county and authorizes the city legislative body to contract with the county for the performance of city functions by appropriate county officers and employees. Government Code Section 51303 provides in part that: “The county officers and employees named in the contract shall exercise within the city all of the powers and duties conferred upon the city officers or employees named in the contract”.

B. Fire Chief. The City and County desire that the functions of the Chief of the Fire Department of City shall be performed by the Chief of the Fire Department of County acting as the Fire Chief of City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-written.

Chairman, Kings County Board
of Supervisors “County”

Mayor, City of Corcoran, “City”

ATTEST:

ATTEST:

Clerk, Board of Supervisors

Clerk, City of Corcoran

Approved as to Legal Form

Approved as to Legal Form

Colleen Carlson, County Counsel

City Attorney



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Fire Department – Clay Smith/Matthew Boyett

SUBJECT: FINANCING FOR NEW FIRE PATROLS

SUMMARY:

Overview:

With an increasingly aging fleet, the Kings County Fire Department budgeted and was approved for three new patrol vehicles in the Fiscal Year 17/18 budget. The Fire Department has worked closely with the Finance Department to help secure appropriate financing for the purchase. After receiving and reviewing three different financing options from three different vendors, the Fire Department and the Finance Department recommend the Fire Department enter into a four year financing agreement with Government Capital Corporation.

Recommendation:

Authorize the Chairman of the Board and Fire Chief Clay Smith to sign the lease purchase agreement between the County of Kings and the Government Capital Corporation for financing of new fire patrols.

Fiscal Impact:

There is no fiscal impact to the General Fund. The Fire Department will pay \$288,377 over the life of the four year financing agreement. Each year, the Fire Department will make payments in the amount of \$57,094 which is \$6,908 less than originally budgeted. These payments will be made from a combination of Fund 1200, Budget Unit 241000, Accounts 82302200 Capital Leases, 82302300 Lease Principal, and 82305100 Interest Expense.

Payment No.	Payment Date	Total Payment	Interest Paid	Principal Paid	Buy-Out Opt.
1	01/15/2018	\$ 57,094	\$ 536	\$ 56,558	N/A
2	01/15/2019	\$ 57,094	\$ 4,616	\$ 52,478	\$ 110,206
3	01/15/2020	\$ 57,094	\$ 3,120	\$ 53,974	\$ 55,756
4	01/15/2021	\$ 57,094	\$ 1,582	\$ 55,512	\$ 1
Grand Totals		\$228,377	\$ 9,855	\$ 218,523	

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: ___ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FINANCING FOR NEW FIRE PATROLS

December 5, 2017

Page 2 of 2

BACKGROUND:

Upon approval from the Board of the FY 17/18 budget, the Fire Department along with the Finance Department began looking at different financing options for three new patrol units. These patrol units are a 4x4, single-cab truck equipped with a fire utility bed. These patrols are often used for quick strike fire suppression. During the fire season, the patrol units are often called upon by the State to assist in out-of-county incidents due to maneuverability and effectiveness. The first option came directly from Hanford Dodge and their preferred lessor in Santander Bank. This option was not feasible as the interest rate was the highest of the three at 5.35%. Another option came through Balboa Capital with a proposal tentatively set at 2.5% with annual payments of \$58,085 including a total cost of funding of \$15,982. The last and best option came from Government Capital which proposed financing as follows: interest rate of 2.85%, estimated yearly payments of \$57,263, and estimated financing charges of \$9,884 over the life of the loan. Based on all three proposals, Government Capital is the least expensive and best option.

This lease agreement has been reviewed and approved by County Counsel.

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT **No.7994** (hereafter referred to as "Agreement") dated as of **December 15, 2017** by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **County of Kings**, a political subdivision or agency of the State of California (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein.

2. Renewal and Non-Appropriation. Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all Lease Payments called for under Exhibit B, and use its best efforts and take all steps to cause such appropriations to be made. In the event that **(i)** funds for the succeeding fiscal period cannot be obtained, **(ii)** Lessee has exhausted all legally available means for making payment called for under this Agreement, **(iii)** Lessee has invoked and diligently pursued all legal procedures by which payment called for under this agreement may be made, **(iv)** such failure to obtain funds has not resulted from any act or failure to act of Lessee, **(v)** Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property having functions similar to those the Property or which provide similar benefits to Lessee, and **(vi)** no funds have been appropriated for the acquisition of such property, Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Lessor or its successors at least sixty (60) days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all Lessee's right, title and interest in and obligations under this Agreement and to all the Property, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.



5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either **(a)** replace the same with like property in good repair or **(b)** on the next Lease Payment Date, pay Lessor **(i)** all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and **(ii)** an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

12. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole

expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, subject to Section 2 hereof, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect those amounts due hereunder as lease payments for the fiscal year in which the default occurs or, in the event of a default continuing from one fiscal year into a subsequent fiscal year(s), to immediately collect as due the lease payments for each year(s) of the continuing default. Under no circumstance shall Lessor, upon default by Lessee, accelerate or collect as due any future annual lease payments for future years remaining, if any, under this Agreement. Require Lessee to perform its other obligations hereunder in which event Lessee shall be liable for those costs and expenses reasonably incurred by Lessor in securing Lessee's performance of this Agreement.

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand or notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the

Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has or which might be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

16. Assignment. Without Lessor's prior written consent, Lessee will not either **(i)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or **(ii)** sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. Personal Property. The Property is and shall at all times be and remain personal property.

18. Title. Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of **(i)** an Event of Default hereunder and for so long as such Event of Default is continuing, or **(ii)** termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

19. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds there from, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security Interest herein above granted to Lessor.

23. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2017. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

25. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2017.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature: _____

Print Name: _____

Print Title: _____

Lessee: County of Kings

Craig Pedersen
Chairman, Board of Supervisors
1400 W. Lacey Blvd.
Hanford, CA 93230

Witness Signature: _____

Print Name: _____

Print Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

CALIFORNIA MUNICIPAL LEASE AGREEMENT No.7994 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, County of Kings
Dated as of December 15, 2017

QTY	DESCRIPTION
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FIRE PATROL VEHICLES as follows:

Three (3)	2018 Ram 5500 Crew 4X4
Three (3)	Douglas Upfit

PROPERTY LOCATION:

Kings County Fire Department
280 North Campus Drive
Hanford, CA 93230

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<
CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No. 7994
(THE "AGREEMENT")
BY AND BETWEEN

Lessor: Government Capital Corporation and **Lessee:** County of Kings

Schedule dated as of December 15, 2017

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	1/15/2018	\$57,094.33	\$536.29	\$56,558.04	N/A
2	1/15/2019	\$57,094.33	\$4,615.99	\$52,478.34	\$110,205.57
3	1/15/2020	\$57,094.33	\$3,120.36	\$53,973.97	\$55,756.17
4	1/15/2021	\$57,094.33	\$1,582.11	\$55,512.22	\$1.00
Grand Totals		\$228,377.32	\$9,854.75	\$218,522.57	

Rate: 2.85%

Accepted By Lessee: _____
Craig Pedersen, Chairman, Board of Supervisors

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

CALIFORNIA MUNICIPAL LEASE AGREEMENT No.7994 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, County of Kings

Dated as of December 15, 2017

I do hereby certify that I am the duly elected or appointed and acting Clerk, Board of Supervisors (Keeper of the Records), of County of Kings, a political subdivision or agency duly organized and existing under the laws of the State of California that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain California Municipal Lease-Purchase Agreement dated as of, December 15, 2017 between such entity and Government Capital Corporation.

Name

Title

Signature

Craig Pedersen

Chairman, Board of Supervisors

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2017.

By: _____

Catherine Venturella, Clerk, Board of Supervisors

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance:**

INSURANCE COMPANY/AGENT'S:

Name: _____

Address: _____

Phone Number: _____

Policy Number: _____

I, Craig Pedersen, Chairman, Board of Supervisors, of County of Kings ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of December 15, 2017, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**

PRIMARY USE _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2017.

By Lessee:

Craig Pedersen, Chairman, Board of Supervisors

For Lessee: County of Kings

[to be retyped on letterhead of lessee's counsel]

Government Capital Corporation
Attention Documentation Department
345 Miron Drive
Southlake, TX 76092

RE: California Municipal Lease-Purchase Agreement No.7994.

Dear Lessor,

I have acted as Counsel to County of Kings, with respect to that certain Lease Purchase Agreement No.7994, by and between Government Capital Corporation as Lessor and County of Kings as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of California with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee;
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

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

IN THE MATTER OF AUTHORIZING THE
EXECUTION AND DELIVERY OF A LEASE
WITH OPTION TO PURCHASE, AND
AUTHORIZING CERTAIN ACTIONS
IN CONNECTION THEREWITH _____ /

RESOLUTION NO. _____

WHEREAS, the County of Kings (the "County") is a political subdivision of the state of California existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the County desires to provide for financing in the approximate amount of \$219,000.00 for the acquisition of 3 fire patrol vehicles (the "Property"); and

WHEREAS, Government Capital Corporation (the "Corporation") has proposed a cost-effective four year lease purchase financing arrangement at a 2.85% interest rate.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That Chairperson to the County Board of Supervisors (the "Chairperson") is hereby authorized to enter into a Lease with Option to Purchase (the "Lease") with the Corporation to finance the Property, subject to approval as to form by County Counsel. The Chairman of the Board or the Kings County Fire Chief are authorized to release funds on behalf of the agreement.
2. That the Clerk of the Board is hereby authorized and directed to attest the signature of the Chairperson as may be required or appropriate in connection with the execution and delivery of the Lease.
3. That the Chairperson and other officers of the County are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution. Such actions are hereby ratified, confirmed and approved.
4. That the Lease is hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The County, together with all subordinate entities of the County, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

5. That this Resolution shall take effect immediately upon its passage.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the _____ day of _____, 2017, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ____ day of December, 2017.

Clerk of said Board of Supervisor

ESCROW AGREEMENT

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No.7994 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, County of Kings
Federal Tax ID#94-6000814 Dated as of December 15, 2017

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of December 15, 2017 ("Agreement Date"), by and among Government Capital Corporation ("Lessor"), County of Kings ("Lessee") and _____ ("Agent").
W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a certain California Municipal Lease-Purchase Agreement dated as of December 15, 2017, (the "Lease") pursuant to which the property more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$216,358.98 ("Escrow Amount") for deposit by Agent in the County of Kings Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Equipment for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Equipment, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on April 30, 2018 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Equipment and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Lessor: Government Capital Corporation
BY: _____
Authorized Signer

Lessee: County of Kings
BY: _____
Craig Pedersen, Chairman, Board of Supervisors

Agent: _____
BY: _____
Agent Rep, Agent Rep Title

Escrow Disbursement Request Form – Instruction Sheet

***** THE FOLLOWING FORM IS TO PAY YOUR
VENDOR FROM THE ESCROW ACCOUNT*****

To process the payment to your Vendor, please make sure to:

- 1) Print or make copies of the blank **Escrow Disbursement Request Form** if there are multiple disbursements.
- 2) Complete an **Escrow Disbursement Request Form** for each Vendor.
- 3) Attach a copy of your Vendor's Invoice(s).
- 4) Have the Authorized Signer sign the Disbursement Form in BOTH places as well as date the form at the bottom.
- 5) You can fax or e-mail the Disbursement Form to start/begin the disbursement process; however, please send the original by regular mail to avoid delays.

WHEN YOU ARE READY TO PAY YOUR VENDOR, PLEASE FOLLOW THE ABOVE PROCEDURES, AND SEND FORMS TO:

Government Capital Corporation
Attn.: Doc. Dept.
345 Miron Drive
Southlake, TX 76092
Phone: 817-421-5400
Fax: 817-488-8477
docdept@govcap.com

ESCROW AGREEMENT – SCHEDULE 1

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No.7994 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, County of Kings

Dated as of December 15, 2017

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of December 15, 2017 ("Escrow Date") by and among the Agent, Government Capital Corporation as Lessor and County of Kings as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis for any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check *** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

(*** Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made).

Lessee: County of Kings

By: _____
Craig Pedersen, Chairman, Board of Supervisors

OR

By: _____
Clay Smith, Kings County Fire Chief

Lessor: Government Capital Corporation or its Assigns

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

County of Kings as Lessee under that certain California Municipal Lease-Purchase Agreement dated as of December 15, 2017 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s) hereby accepts such equipment and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: _____, 2017.

By Lessee:

Craig Pedersen, Chairman, Board of Supervisors

OR

By: _____
Clay Smith, Kings County Fire Chief

For Lessee: County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Administration – Larry Spikes/Domingo Cruz

SUBJECT: MASTER FEE ORDINANCE NO. 520.19 AND MASTER FEE SCHEDULE

SUMMARY:

Overview:

The Master Fee Ordinance No. 520 was adopted in April, 1993, with the stipulation that the schedule be comprehensively reviewed every other year by each department. The current version, No. 520.19, was introduced on November 21, 2017 at a public hearing; the ordinance is returned to your Board for adoption at this time.

Recommendation:

Waive the second reading and adopt Ordinance Number 520.19, the Master Fee Ordinance, including the Master Fee Schedule effective February 5, 2018.

Fiscal Impact:

Varies, depending upon amended fees approval.

BACKGROUND:

The proposed ordinance, No. 520.19, and fee schedule were introduced at a public hearing on November 21, 2017. No verbal or written public testimony was received from those in attendance at the meeting.

The fees associated with this summary ordinance will take effect no sooner than 60 days after adoption, pursuant to Government Code 66017. Attached to this agenda item is the final format presentation of the schedule of fees that will be in effect starting February 5, 2018, upon adoption of the Master Fee Ordinance.

The Ordinance was reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: _____

I hereby certify that the above order was passed
and adopted on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Fee Name / Description of Service	Fee Amount
ASSESSOR	
ASSESSOR DIVISION	
Assessor's Maps	
CD format of total county	\$ 28.35
1 Copy wall size (44" X 36")	\$ 7.35
1 Copy	\$ 1.85
Duplicate copies	\$ 0.25
Electronically formatted custom parcel shape file	\$ 42.15
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 1.85
Ledger Size - B&W (per page)	\$ 1.85
Standard & Legal Size - Color (per page)	\$ 1.90
Ledger Size - Color (per page)	\$ 1.90
Computer access set-up	\$ 25.75
Computer access training	\$ 67.80
Computer access (per hit)	\$ 0.15
Property characteristics update	\$ 1.80
Research fee hourly - (1/2 hr minimum charge)	\$ 46.00
Labels, per label	\$ 0.03
Computer reports	\$ 85.25
Property transfer report	\$ 10.00
Extended tax roll - file 465	\$ 71.80
Redemption roll	\$ 71.80
Pre-extension roll	\$ 71.80
Split/Combine Parcels (at taxpayer request) per request	\$ 42.15
Subdivision & Tract Index	\$ 6.40
Tax Allocation- undivided interests	\$ 53.20
Cancellation Formal Review - Ag Preserve - per hour charge	\$ 55.40
SB 534 Default Appraisals (R&T 3698.7)	\$ 212.25

Fee Name / Description of Service	Fee Amount
Parent-Child Exclusion Processing Fee (late file)	\$ 175.00
Bond amount calculations & recalculations	\$ 58.95
Map boundary changes	
Lot line adjustments, parcel maps	\$ 426.85
Passport Fee	\$ 25.00
Historical Aircraft Exemption	\$ 35.00
CD & Mailing Costs	
CD	\$ 0.75
USPS, free tracking, flat rate	\$ 6.45
Fed Ex, overnight	\$15.00-\$35.00
Regular Mail	\$ 2.65
CLERK-RECORDER DIVISION	
Recording Fees	
First Page (standard 8 1/2 x 11 inch form)	\$ 14.00
Each Additional Page	\$ 3.00
Recording Fees for the following Documents:	
Deed of Trust, Assignment of Deed of Trust - *First Page	\$ 17.00
Request for Notice, Notice of Default, Notice of Trustee Sale - *First Page	\$ 17.00
Notice of Rescission, Substitution of Trustee - *First Page	\$ 17.00
Deed of Reconveyance - *First Page	\$ 17.00
Each Additional Page	\$ 3.00
*Note: First Page (standard 8 1/2 x 11 inch form)	
Maps (Subdivision or Parcel) First page	\$ 8.00
Maps each additional page	\$ 2.00
Survey Monument Fee	\$ 10.00
Documents requiring additional indexing	
Each additional reference indexed	\$ 1.00
Each group of 10 names, or fraction thereof, in addition to the initial first 10 names	\$ 1.00
Penalty print	\$ 1.00
Combined documents (per each documents)	\$ 5.25

Fee Name / Description of Service	Fee Amount
Non-standard form - additional per page	\$ 3.00
Release of Lien by State or local government if original lien was recorded without fee	\$ 11.00
Involuntary Lien Notice	
First Address	\$ 8.50
Each Additional Address	\$ 4.60
Financing Statement 1 to 2 pgs	\$ 13.00
Financing Statement 3 + pgs	\$ 23.00
Filing of 20 days Preliminary Notice of Lien	\$ 3.05
Documentary Transfer Tax - Per \$500.00 of value	\$ 0.55
Document copies	
Public Access Copy	\$ 0.75
Standard & Legal Size - B&W (per page)	\$ 3.50
Each additional page of each document	\$ 0.10
Certification Fee	\$ 0.75
Recorded Maps- Standard D & E sizes by Central Srvc	\$ 7.35
Outside access images (per image)	\$ 0.15
Vital Statistics	
Birth - Public	\$ 28.00
Certificate of No Record Found	\$ 28.00
Government	\$ 19.00
Death - Public	\$ 21.00
Certificate of No Record Found	\$ 21.00
Government	\$ 21.00
Marriage - Public	\$ 15.00
Certificate of No Record Found	\$ 15.00
Government	\$ 11.00
Marriage Licenses- Public	\$ 57.00

Fee Name / Description of Service	Fee Amount
Duplicate Marriage license	\$ 21.05
Affidavit to Amend Marriage Record (paid to State) (no charge if within 1 year)	\$ 23.95
Affidavit to Amend Confidential license (no charge if within 1 year)	\$ 23.95
Fetal Death - Public	\$ 18.00
Certificate of No Record Found	\$ 18.00
Government	\$ 18.00
Commissioner of Marriages (marriage ceremony)	\$ 15.00
Marriage Witness Fee	\$ 15.80
Fictitious Business Name Statements	
Filing Fee	\$ 12.15
Each additional business name or partner	\$ 3.35
Abandonment	\$ 8.45
Withdrawal of partner	\$ 8.45
Additional Certified Copies	\$ 4.25
Notary Bond	
Administer Oath & file bond (\$10,000)	\$ 10.50
Recording of bond	\$ 14.00
Certification of Notary	\$ 2.25
Power of Attorney	\$ 3.50
Each additional name	\$ 2.25
Administering oaths	\$ 0.50
Process Servers	
Registration (2 years) Bond of \$2000 required	\$ 102.50
Filing of bond recording	\$ 14.00
Cash of \$2000 held 3 years	\$ 7.00
Certified Mail Request	\$ 5.50
ELECTIONS DIVISION	
Copies of Campaign Expenditure Report, per page	\$ 0.10

Fee Name / Description of Service	Fee Amount
Copies Standard & Legal Size- B&W (per page)	\$ 1.85
Research Fee Hourly - (1/2 hr minimum charge)	\$ 46.00
Certificate of Election Results by category:	
UDEL/Schools, Specials & Municipal Districts	\$ 3.45
General/Primary - Bound Report	\$ 8.70
Polling place/Precinct Consolidation Lists	\$ 2.70
Labels of registered voters (each)	\$ 0.03
Certified copy of affidavit of registration or abstract of voter	\$ 1.50
Searching records or files, for each file	\$ 5.00
Filing Notice of Intent of Initiative Petition	\$ 98.75
Filing Notice of Intent of Recall Petition	\$ 98.75
Declaration of Intent to Run	\$ 98.75
Electronically formatted custom parcel shape file	\$ 42.15
Precinct county map (approx. 34" x 22" size)	\$ 7.00
Vote Recount (hand count, per day, 1 day minimum) (Fee based on amount of time, personnel, materials cost, and election size)	\$ 2,331.00
Vote Recount (Computer count, per day, 1 day minimum) (Fee based on amount of time, personnel, materials cost, and election size)	\$ 1,954.00
District to Precinct File	\$ 15.25
Voter Registration File	\$ 11.30
Voter Registration Index	\$ 11.30
Voter Registration Index, printout, per 1000 names	\$ 0.50
Plus Voter History - per election	\$ 2.70
Copy of Election Candidate list	\$ 2.70
Absentee Voter Lists - Cumulative	\$ 4.65
Absentee Voter Lists - Daily	\$ 4.65

Fee Name / Description of Service	Fee Amount
Candidate Statement of Qualifications	Max of \$3,212.80
CD & Mailing Costs	
CD	\$ 0.75
USPS, free tracking, flat rate	\$ 6.45
Fed Ex, overnight	\$15.00-\$35.00
Regular Mail	\$ 2.65
<i>CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION</i>	
BOS	
Conflict of Interest Statements Per Page (plus \$5.00 retrieval fee for over 5 years)	\$ 0.25
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Certification Fee (each page)	\$ 5.00
Findings of Fact - Assessment Appeals per hour charge of prep time + (\$100 upfront deposit)	\$ 45.00
Record Search/retrieval from storage/per page	\$ 5.00
Tape Reproduction of Board Proceedings (per tape)	\$ 25.00
CD Reproduction of Board Proceedings (First CD)	\$ 20.00
Each additional CD	\$ 5.00
Transcript of meeting - Deposit of \$100 (Hours of transcription, assembly and proofing are charged at the current weighted hourly rate)	Actual Cost
Returned Check Charge (\$10.00 Treasurer's Fee + actual cost) - for use in all depts	\$ 20.00

COMMUNITY DEVELOPMENT AGENCY

Fee Name / Description of Service	Fee Amount
Zoning Ordinance:	
Conditional Use Permit (CUP)	
CUP-CEQA Exempt - MINIMUM FEE	\$ 1,900.00
CUP-CEQA Exempt - MAXIMUM FEE	\$ 2,770.00
CUP w/ initial study/ND/Mitigated ND - MINIMUM FEE	\$ 2,370.00
CUP w/ initial study/ND/Mitigated ND - MAXIMUM FEE	\$ 3,170.00
CUP-Dairy(New/expanded herd) - MINIMUM FEE	\$ 2,370.00
CUP-Dairy(New/expanded herd) - MAXIMUM FEE	Actual Cost
CUP-Surface Mine - MINIMUM FEE	\$ 2,370.00
CUP-Surface Mine - MAXIMUM FEE	\$ 3,960.00
CUP Resubmittal	\$ 580.00
CUP Extension	\$ 320.00
Site Plan Review	
Site Plan Review - MINIMUM FEE	\$ 870.00
Site Plan Review - MAXIMUM FEE	\$ 1,220.00
Dairy Site Plan Review - MINIMUM	\$ 1,580.00
Dairy Site Plan Review - MAXIMUM	Actual Cost
SPR Resubmittal	\$ 290.00
Dairy Review Letter	\$ 550.00
Mobilehome Review (MHR) - MINIMUM	\$ 470.00
Mobilehome Review (MHR) - MAXIMUM	\$ 630.00
Agri. Land Div. (SPR) - MINIMUM	\$ 120.00
Agri. Land Div. (SPR) - MAXIMUM	\$ 160.00
Home Occupation (SPR-HO) - MINIMUM	\$ 240.00
Home Occupation (SPR-HO) - MAXIMUM	\$ 390.00
SPR Extension	\$ 70.00

Fee Name / Description of Service	Fee Amount
Variance	
Variance (Var) - MINIMUM	\$ 790.00
Variance (Var) - MAXIMUM	\$ 1,500.00
Variance Extension	\$ 70.00
Zoning Ord. Administration	
Change of Zone District Boundary - MINIMUM	\$ 2,370.00
Change of Zone District Boundary - MAXIMUM	\$ 3,170.00
Zone Text Change - MINIMUM	\$ 790.00
Zone Text Change - MAXIMUM	\$ 1,580.00
ZTC per Article charge over 1 Article	\$ 70.00
Other Fees	
Planned Unit Development (PUD) - MINIMUM	\$ 2,370.00
Planned Unit Development (PUD) -MAXIMUM	\$ 3,170.00
Appeals (General)	\$ 320.00
Variance Appeal	\$ 320.00
Change in Nonconforming Use - MINIMUM	\$ 1,580.00
Change in Nonconforming Use - MAXIMUM	\$ 3,170.00
Bldg. Replacement ("Burndown") letter	\$ 70.00
Immediate (same day as request)	\$ 140.00
Mobile Home Review Update Letter	\$ 70.00
Pre-Existing Structure in Flood Zone Letter	\$ 70.00
Temporary Land Use Permit	\$ 70.00
Firearms Dealer Fed Permit	
(Annual Land Use Permit Cert. Letter)	\$ 70.00

Fee Name / Description of Service	Fee Amount
General Plan:	
General Plan Amendments - MINIMUM	\$ 2,370.00
General Plan Amendments - MAXIMUM	\$ 3,170.00
per Element over one Element	\$ 390.00
Environmental Review (CEQA):	
Env Rev - Initial Study - MINIMUM	\$ 630.00
Env Rev - Initial Study - MAXIMUM	\$ 1,110.00
Env Rev - Neg. Declaration (ND) w/F&G Impacts	no add. Charge
Init. Study/Mitig.ND(IS/MND)(w/NOD) - MINIMUM	\$ 630.00
Init. Study/Mitig.ND(IS/MND)(w/NOD) - MAXIMUM	\$ 1,110.00
Env Rev - Mitigated ND	
Notice of Exemption (NOE)	\$ 40.00
Env Impact Report	Full Cost
Land Division Ordinance:	
Tent. Parcel Map (TPM) - MINIMUM	\$ 1,270.00
Tent. Parcel Map (TPM) - MAXIMUM	\$ 2,370.00
TPM - per lot	\$ 5.00
TPM - Resubmit - MINIMUM	\$ 320.00
TPM - Resubmit - MAXIMUM	\$ 630.00
TPM - Appeal	\$ 320.00
PM in lieu of TPM-Re Section 21-83(b) - MINIMUM	\$ 1,110.00
PM in lieu of TPM-Re Section 21-83(b) - MAXIMUM	\$ 1,270.00
Time Extension - MINIMUM	\$ 160.00
Time Extension - MAXIMUM	\$ 470.00
Tent. Tract (TT) - MINIMUM	\$ 2,750.00
Tent. Tract (TT) - MAXIMUM	\$ 6,560.00
TT 1st 20 lots, per lot	\$ 30.00
TT per lot thereafter	\$ 15.00

Fee Name / Description of Service	Fee Amount
TT-Resubmit - MINIMUM	\$ 790.00
TT-Resubmit - MAXIMUM	\$ 2,370.00
TT-Resubmit fee per lot	\$ 10.00
TT - Final	\$ -
TT - Appeal (1)	\$ 320.00
Time Extension - MINIMUM	\$ 160.00
Time Extension - MAXIMUM	\$ 470.00
Prelim. TT	\$ 790.00
Lot Line Adjust.(LLA) - MINIMUM	\$ 1,190.00
Lot Line Adjust.(LLA) -MAXIMUM	\$ 1,580.00
Lot Line Adjustment Extension	\$ 70.00
Cert. Of Compliance (COC) - MINIMUM	\$ 160.00
Cert. Of Compliance (COC) - MAXIMUM	\$ 790.00
Parcel Map Waiver	\$ 70.00
Williamson Act:	
Williamson Act - Ag Preserve Fee (New/Enlarge)	\$ 360.00
Williamson Act - Ag Contract Fee	\$ 540.00
Williamson Act - Ag Contract Modification Fee	\$ 875.00
Williamson Act - plus per acre fee	\$ 0.25
Farmland Security Zone (FSZ) (New/Enlarge)	\$ 360.00
FSZ Contract fee	\$ 540.00
FSZ Contract Modification Fee	\$ 875.00
Plus per acre fee	\$ 0.25
Williamson Act - Non-renewal	\$ 90.00
Williamson Act - Partial Non-renewal	\$ 120.00
Cancellation - MINIMUM	\$ 390.00
Cancellation - MAXIMUM	Full Cost
Recission-New Contract Procedure	\$ 210.00
Agricultural Conservation Easement	\$ 675.00

Fee Name / Description of Service	Fee Amount
Building Inspection:	
Building Permit	per CBC
Electrical Permit	per CEC
Mechanical Permit	per CMC
Plumbing Permit	per CPC
Plan Conf. Fee (plan check fee)	per CBC
Relocation Inspection & Report, +cty mileage	\$ 160.00
Ag. Exemption Processing and Inspection Fee	\$ 180.00
Housing Compliance Inspection	\$ 90.00
For each additional unit	\$ 90.00
Well Permits	\$ 300.00
Mobilehome Installation Permit	\$ 160.00
School Fees (2%)	\$ 0.02
Roads and Easements:	
Easement Abandonmt/Rd.Opening/Abandonment - MINIMUM	\$ 390.00
Easement Abandonmt/Rd.Opening/Abandonment - MAXIMUM	\$ 1,580.00
Code Compliance	
Citation 1st	\$ 100.00
Citation 2nd	\$ 200.00
Citation 3rd	\$ 500.00
Admin Citation Appeal fee (Hearing Officer decision)	\$ 35.00
Other Miscellaneous Fees:	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Agenda/Minutes Subscription	\$ 30.00
Full Agenda Packet Subscription	\$ 50.00
Agenda Subscription	\$ 20.00
Documents Published by KCPA/Staff Reports	Actual Cost
Floodplain Development Permit or Variance - Minimum Fee	\$ 70.00
Flood plain Development Permit or Variance - Maximum Fee	\$ 670.00
GIS General Plan and Zoning Data Subscription	\$ 165.00
GIS Custom Map Production (includes material costs)	Actual Cost

Fee Name / Description of Service	Fee Amount
Fee for permits following a Notice of Violation/Stop Work Notice	Double (2x) the regular permit fee
District Attorney	
Administrative Bad Check Fee	\$ 50.00
Financial Responsibility Workbook	\$ 60.00
DEPARTMENT OF FINANCE	
SECURED TAX FEES:	
Cost of Delinquent Tax	\$ 20.00
Redemption of Prior Taxes	\$ 30.00
Prior secured pay plan	\$ 45.00
Impending Power to Sell Advertising	\$15 + proration
Party of Interest - Research	\$89 or cost
Party of Interest - Notice	\$ 35.00
Tax Sale Publication & Web Advertising	100+actual publish cost
Tax Sale County Fee	\$ 150.00
Tax Sale Redemption Fee	\$ 150.00
Chapter 8 Tax Sale Redemption Fee	\$ 450.00
Chapter 8 Tax Sale Fee	\$ 450.00
Notice of Recission of Tax Sale	Cost
Tax Sale Personal Notice	Cost
Tax Sale - Photographs	\$ 25.00
Tax Sale - Internet Fees	Cost
Tax Sale - Internet Deposit and Settlement	Cost
Tax Sale - Excess Proceeds Reporting	Cost
Tax Sale - Excess Proceeds Publication & Notice Mailing	\$ 32.00

Fee Name / Description of Service	Fee Amount
Parcel/Subdivison Maps & Lot Line Adjustments	\$ 45.00
Tax Segregation - Undivided Interest	\$ 50.00
Tax Segregation - Parcel Split	\$ 60.00
UNSECURED DELINQUENT COLLECTIONS:	
Lien Delinquent Notice	\$ 10.00
Recorded Liens	\$ 10.00
Release Liens	\$12 + court costs
Final Notice	\$ 10.00
Intent to Seek Judgement	\$ 15.00
Summary Judgement	\$20+Court Fee
Satisfaction of Judgement	\$20+Court Fee
Dept of Motor Vehicles: Boat Lien Notice	\$ 5.00
Dept of Motor Vehicles: Boat Lien Filing	\$ 5.00
Franchise Tax Board (FTB): Offset Notice	\$ 10.00
Franchise Tax Board (FTB): Offset Filing	\$ 10.25
Federal Aviation Administration (FFA): Lien Filing	\$ 12.00
Writ of Execution	\$20+Court Fee
Sheriff' Letter: For	
Of Instruction	\$36.00 + Cost
Bank Levy	\$36.00 + Cost
Wage Levy	\$36.00 + Cost
Till Tap	\$36.00 + Cost

Fee Name / Description of Service	Fee Amount
Services out of the County	\$36.00 + Cost
Third Party Seizure	\$ 15.00
Debtors Exam	\$ 400.00
Seizure & Sale	\$ 250.00
Payment Plan Balance Under \$1,000	\$ 50.00
Payment Plan Balance \$1,000+	\$ 100.00
Bulk Transfer Claim	\$ 6.50
Mobile Home Tax Clearance Certificate: Reissued	\$ 15.00
MISCELLANEOUS LICENSING	
Bingo: Application Fee	\$ 12.00
Dance/Dance Hall: Application Fee	\$ 12.00
Dance Hall: Annual License	\$ 25.00
Peddlers & Solicitors: Application Fee	\$ 25.00
Peddlers & Solicitors: Annual License	\$ 25.00
Junk and Secondhand Dealers: Application Fee	\$ 12.00
Junk and Secondhand Dealers: Annual Fee	\$ 50.00
Entertainment Events: Application Fee	\$ 12.00
Entertainment Events: Daily License Fee	\$100 / day
Transient Occupancy Tax Clearance Certificate	\$ 15.00
MISCELLANEOUS TAX COLLECTOR FEES	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25

Fee Name / Description of Service	Fee Amount
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Copies: Certified Copy	\$ 2.00
Copies: Microfiche/Imaging Copy	\$ 1.50
Copies: Non-owner Tax bill	\$ 1.50
Tax Research Fee: Minimum	\$ 11.00
Tax Research Fee: Hourly	\$ 45.00
Property Tax Returned Checks	\$ 75.00
TREASURER FEES	
Returned Checks	\$10.00 / each
Special District Assessment Collections	\$1.75 each
Registered Warrants	\$10.00 each
Wire Fund Transfers - Existing	\$12.00 + Bank Cost
Wire Fund Transfers - New	\$25.00 + Bank Cost
ACH - Existing	\$5.00 + Bank Cost
ACH - New	\$25.00 + Bank Cost
Book Transfer of Funds	\$12.00 + Bank Cost
Direct Investment - Account/Portfolio Origination	\$ 60.00
Direct Investment - Cost/Investment	\$ 50.00
Direct Investment - Annual/Portfolio Maint. Per Investment	\$ 200.00
Direct Investments - Safekeeping	At Cost
Direct Investments - Maturity	\$ 20.00
Direct Investments - Sale	\$ 100.00
ZBA Account Maintenance	\$5 + Bank Cost

Fee Name / Description of Service	Fee Amount
Process Credit Card Deposits	\$ 1.50
Credit and Debit Card Transaction Fee	At Cost
E-Checks	At Cost
Electronic Payments related to Payroll	\$5 + Bank Cost
Unidentified ACH/Wire Deposits: Minimum	\$ 11.00
Unidentified ACH/Wire Deposits: Hourly	\$ 45.00
Place Stop Payment at Bank	\$8 + Bank Cost
Place Stop Payment at ITD	\$1.00 / stop
Cancel Stop Payments	\$5 + Bank Cost
Rush Warrants	\$ 6.00
Photocopies of Paid Warrants	\$8 + Bank Cost
Bank Special Collections	\$8 + Bank Cost
Treasury Research Fee: Minimum	\$ 11.00
Treasury Research Fee: Hourly	\$ 45.00
Lockbox service	Bank Cost
AUDITOR FEES	
Benefit Assessment Fee	\$ 1.00
REGISTRAR/PAYING AGENT/TRUST SERVICE FEES	
Acceptance fee	\$ 1,000.00
Counsel fees	actual cost
Annual Administration fee (minimum)	\$ 250.00
Semi-Annual Interest Payments	\$50.00 each
Annual Principal payment	\$ 25.00

Fee Name / Description of Service	Fee Amount
EFT (Electronic Fund Transfer) Bond Payment	\$ 5.00
BOND PROCEEDS INVESTMENT FEES	
Receipt Only	\$10 / Day + wires
Treasury Investment Pool Fund (1 time Initial Investment)	\$35 / million + wire
LAIF Account/Portfolio Origination	\$ 130.00
LAIF Redemptions & Annual Account/Portfolio Maintenance	\$ 350.00
Direct Investment - Account/Portfolio Origination	\$ 70.00
Direct Investment - Cost/Investment	\$ 55.00
Direct Investment - Annual/Portfolio Maint. Per Investment	\$ 250.00
Direct Investments - Safekeeping	Cost
Direct Investments - Maturity	\$ 20.00
Direct Investments - Sale	\$ 100.00
Money Market Account/Portfolio Origination	\$ 130.00
Money Market Redemptions	\$ 15.00
Money Market Annual Portfolio Maintenance	\$ 275.00
Out of Pocket Expenses	actual cost
FIRE	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
INSPECTION FEES	
Fire Pump Test and Certification	\$ 285.00
Fire Sprinkler Test and Certification	\$ 285.00
Commercial Cooking Hood and Duct Exhaust System Acceptance Test	\$ 95.00
Fire Alarm Test	\$ 170.00
Spray Booth Accept. Inspection	\$ 170.00
Facilities (requiring state licensing)	\$ 95.00

Fee Name / Description of Service	Fee Amount
Department of Real Estate Certification of Service	\$ 55.00
Insurance Services Office (ISO) Certification Letter (per request)	\$ 55.00
Private Hydrant Flow Test	\$ 150.00
Fireworks Stand Inspection (to be added to permit cost)	\$ 75.00
Tent Inspection Fee	\$ 150.00
Review of Conditional Use Permits, Site Plans, Tentative Tracts & Parcel Maps (Planning Dept. collects)	\$ 95.00
Fire Sprinkler Plan Review + \$3 / head > 20 heads	\$ 225.00
Plan Check Fees + 3rd party plan check fees (if required)	\$ 175.00
Plan Review/Inspection of Underground Tanks	\$ 285.00
Residential Sprinkler Plan Review/Inspection	\$ 285.00
Fire Line Underground System Inspection	\$ 150.00
Fire Line Underground System Flush	\$ 150.00
*Inspections include initial inspection and re-inspection. Third and subsequent inspections require an additional fee.	
Re-Inspection Fee	\$ 75.00
Express Service Fee	Double Service Fee Rate
Mileage - Per Trip (30 mile average)	\$ 16.05
PERMITS	
Fireworks Stand Permit Fee	\$ 215.00
Operational or Construction Permits Required by CFC 105.6 and 105.7	\$ 95.00
Fireworks Public Display (per event)	\$ 355.00
FINES	
Possession of Dangerous Fireworks**	\$ 500.00
Hazard Abatement Fire Suppression Charges + Suppression Costs	\$ 235.00
False Alarms After Third Call Annually (\$100 + Response Cost)	\$ 115.00

Fee Name / Description of Service	Fee Amount
Health	
** All prices are subject to change**	
General Services (Applies to all Departments)	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Return Check Fee	\$ 25.00
Pre Employment	
Pre Employment Physical (All Classes Except C)	\$ 350.00
Sliding Fee Schedule	
The Health Department will follow the sliding fee scales required by contract, law, or regulation; for other services, a Sliding Fee Schedule (SFS) is offered for reduced fees for clinical services to eligible individuals and families. The SFS is based on the current Health and Human Services Poverty Guidelines for the 48 Contiguous States and will be updated following the publication of new guidelines. The Current Guidelines can be viewed at http://aspe.hhs.gov/poverty/index.cfm .	
Clinical Fee Sliding Fee Schedule	Percentage Charged
Household Income less than 100% of federal poverty guideline level	0%
Household Income 101 to 133% of federal poverty guideline level	25%
Household Income 134 to 185% of federal poverty guideline level	50%
Household Income 185 to 200% of federal poverty guideline level	75%
Household Income greater than 200% of federal poverty guideline level	100%
Unlisted Fees will be set in accordance with the established published fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Intervention & Prevention Clinic Services	
Condoms (one dozen)	\$ 3.00
Lubricant (4 packets)	\$ 1.00
Comprehensive Medical Exam by Physician (New Patient)	\$ 83.00
Venipuncture	\$ 5.00
HIV Rapid Test	Cost + \$5

Fee Name / Description of Service	Fee Amount
Child Immunization Services	
State supplied vaccine (DTaP, Tdap, Pediatric DT, IPV, MMRV, Hib, Hep B, Hep A, Influenza, MCV4, Pneumococcal, Pediarix, & Rota Virus)	
Per Vaccine Listed Above	\$ 8.00
Duplicate IZ Card Copy	\$ 2.00
Other Immunization Services	
Unlisted Immunizations - Administration Fee plus cost of Vac.	\$ 29.00
Influenza (FLU)	Cost +\$8.00
Pneumococcal	cost + \$29
HPV Vaccine (series of 3)	cost + \$29
Rabies Vaccine - Pre-expose series of 3 Cost per immunization	cost + \$29
Hepatitis A vaccine (series of 2) Cost per immunization	cost + \$29
Hepatitis B vaccine (series of 3) Cost per immunization	cost + \$29
Hepatitis A/B vaccine (series of 2) Cost per immunization	cost + \$29
Meningococcal	cost + \$29
MMR	cost + \$29
Polio	cost + \$29
Shingles	cost + \$29
Td or Tdap	cost + \$29
Typhoid	cost + \$29
Varicella	cost + \$29
Yellow Fever	cost + \$29
Tuberculin Testing and Services	
TB Nurse Only Office Visit	\$ 21.00
Screening; PPD or Risk Assessment Questionnaire	\$ 21.00
TB Clearance (Health Department Treated or Elsewhere)	\$ 25.00
Duplicate TB Card Copy	\$ 2.00
TB Chest X-ray	
With Limited Office Visit (10 mins)	\$ 41.00
With Expanded Office Visit (20 mins)	\$ 53.00
With Detailed Office Visit (30 mins)	\$ 76.00
With Comprehensive Office Visit (45 mins)	\$ 87.00
Medications	
Medications, non-vaccine and not otherwise listed in this schedule, dispensed by the Department of Public Health will be provided at the cost paid rounded to the nearest nickel.	

Fee Name / Description of Service	Fee Amount
Clinician Consultation	
Clinician visit - New Patient	
Brief Office Visit (10 mins)	\$ 23.00
Limited Office Visit (20 mins)	\$ 35.00
Detailed Office Visit (30 mins)	\$ 58.00
Comprehensive Office Visit (45 mins)	\$ 69.00
Comprehensive Office Visit (60 mins)	\$ 83.00
Clinician visit - Established Patient	
Brief Office Visit (10 mins)	\$ 18.00
Limited Office Visit (20 mins)	\$ 24.00
Detailed Office Visit (30 mins)	\$ 38.00
Comprehensive Office Visit (45 mins)	\$ 57.00
Nurse visit	\$ 12.00
Carseat Safety Services	
Optional Voucher Purchase-Carseat	\$ 25.00
Optional Voucher Purchase-Booster	\$ 15.00
Child Passenger Safety Violator Program Fee	\$ 75.00
Vital Records Services ₁	
Birth Certificate	\$ 28.00
Burial Permit	\$ 11.00
Death Certificate	\$ 21.00
Fetal Death Certificate Effective	\$ 18.00
Medical Marijuana ID Card - MediCaid	\$ 50.00
Medical Marijuana ID Card - Non MediCaid	\$ 100.00
Medical Marijuana ID Card -CMSP	No cost
Medical Records Services	
Clerical Fee	\$ 15.00

Fee Name / Description of Service	Fee Amount
Laboratory Services	
Fees will be set in accordance with the established fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Water Analysis	
10 Tube LTB MPN Test	\$ 20.00
15 Tube LTB MPN Test	\$ 25.00
Heterotrophic Plate Count	\$ 12.00
Colilert Presence/Absence	\$ 20.00
10 Tube Colilert MPN	\$ 20.00
Iron/Sulfer Bacteria	\$ 25.00
Fecal Streptococcus	\$ 20.00
Pseudomonas	\$ 20.00
25 Tube Extended LTB MPN	\$ 28.00
Legionella (Water Matrix)	\$ 34.00
ENVIRONMENTAL HEALTH DIVISION	
Water Program Activities	
Annual Operating Fee:	
Community System, 15 - 24 Connections	\$ 1,135.00
Community System, 25 - 199 Connections	\$ 1,825.00
Non-Transient Non-Community System	\$ 1,685.00
Transient Non-Community System	\$ 920.00
State Small System	\$ 375.00
New Permit:	
Community System	\$ 1,685.00
Transient Non-Community System	\$ 1,685.00
Non-Transient Non-Community System	\$ 1,685.00
Enforcement Actions (per hour)	\$ 113.00
Request for Variance, Exemption or Waiver (per hour)	\$ 113.00
Water Sampling Collection (each)	\$ 60.00
Food Safety Program Activities	
Annual Permits:	
Bar/Alcohol Sales Only (Dependent on ABC licensing codes)	\$ 300.00
Mobile Food Vending Operation (0-1 Sink)	\$ 125.00

Fee Name / Description of Service	Fee Amount
Mobile Food Vending Operation (2+ sinks)	\$ 300.00
Hotel Breakfast	\$ 125.00
Food Vending Machines (Per Location)	\$ 125.00
Produce Stands (Mobile or Swap Meet)	\$ 125.00
Produce Stands (Permanent)	\$ 300.00
Temp Food Facilities (multiple events)	\$ 300.00
Temp Food Facilities (single event:<= 5 days)	\$ 125.00
Non-Profit Operations	\$ -
Summer Food Service Program	\$ 300.00
Community Event Sponsor (For Profit) Small Events 1-5 Vendors	\$ 125.00
Community Event Sponsor (For Profit) Medium Events 6-15 Vendors	\$ 200.00
Community Event Sponsor (For Profit) Large Events 16 or More Vendors	\$ 300.00
Restaurants/bars/bakeries/caterers:	
Cottage Food A (Annual Registration Fee-No Inspection)	\$ 125.00
Cottage Food A (Complaint Investigation - Per Hour)	\$ 113.00
Cottage Food B	\$ 300.00
<\$12,000 Gross Annual Rev.	\$ 125.00
\$12,001 - \$100,000 Gross Annual Rev.	\$ 300.00
\$100,001 - \$250,000 Gross Annual Rev.	\$ 550.00
\$250,001 - \$500,000 Gross Annual Rev.	\$ 1,110.00
\$500,001 - \$750,000 Gross Annual Rev.	\$ 1,430.00
\$750,001 - \$1,000,000 Gross Annual Rev.	\$ 1,550.00
>\$1,000,000 Gross Annual Rev.	\$ 1,775.00
Retail Markets - by sq ft devoted to food strge/dsply	
0-500 sq ft	\$ 125.00
501-2000 sq ft	\$ 300.00
2001-5000 sq ft	\$ 550.00
5001-10,000 sq ft	\$ 1,110.00
10,001 - 15,000 sq ft	\$ 1,430.00
>15,000 sq ft	\$ 1,650.00
Miscellaneous:	
Food Handler Training/Exam (Per Person)	\$ 15.00
Food handler Trng Class (Non-reg facility)	\$ 321.00
Dance Hall Permit	\$ 125.00
Inspection on Request by nonpermitted facility	\$ 125.00
Copies, per page (over 10 pages)	\$ 0.15

Fee Name / Description of Service	Fee Amount
Return Check Fee	\$ 25.00
Reinspections (2nd or more)	\$ 225.00
Plan Checking (charged in all programs) (per hour)	\$ 113.00
Emergency Response Activities (per hour)	\$ 113.00
Consultation/Service upon request not otherwise provided (per hour)	\$ 113.00
Lead Assessment (per hour)	\$ 113.00
Equipment Rental/Laboratory Analysis	COST
Administrative Office Hearing	\$ 220.00
Late Charges after the 1st 30 days past due	5%/month
Site Plan Review (per hour)	\$ 113.00
Waiver - Minimum Setback for Onsite Sewage Disposal	\$ 55.00
Liquid Waste Program	
Septage Pumper Annual Registration	\$ 55.00
Solid Waste Program	
Illegal, Non-permitted SW Fac. Inspect'n, Enf. Svc (per hour)	\$ 111.00
Permitted SW Facility <50K Tons Waste/Yr	\$ 5,000.00
Permitted SW Facility 50K-150K Tons Waste/Yr	\$ 11,700.00
Permitted SW Facility Greater than 150,000 Tons Waste/Yr	\$ 14,000.00
New SW Facility permits (per hour)	\$ 111.00
Enforcement Svc: Notice & Order; Hearings (per hour)	\$ 111.00
Closed Solid Waste Facility - Annual fee	\$ 295.00
Active Notification Tier Permit	\$ 600.00
Registration Tier Permit (Excluding Co-Disposal)	\$ 2,000.00
Medical Waste Generator Program	
Sml Qty Gen (<200lbs/mth)w/ onsite treatment/yr	\$ 985.00
Large Quantity Generators (>200 lbs/month) - Annual Fee	
Acute Care Hospitals - Annual Fee	
1 to 99 beds	\$ 985.00
100 to 199 beds	\$ 1,425.00
200 to 250 beds	\$ 1,650.00
251 or more beds	\$ 2,300.00
Specialty Clinics (surgical, dialysis, etc)-Annual Fee	\$ 600.00
Common Storage Facilities serving:	
2 to 10 generators	\$ 165.00
11 to 49 generators	\$ 410.00

Fee Name / Description of Service	Fee Amount
50 or more generators	\$ 825.00
Skilled Nursing Facilities Annual Fee	
1 to 99 beds	\$ 450.00
100 to 199 beds	\$ 575.00
200 or more beds	\$ 660.00
Acute Psychiatric Hospitals - Annual Fee	\$ 330.00
Intermediate Care Facilities - Annual Fee	\$ 495.00
Primary Care Facilities - Annual Fee	\$ 575.00
Clinical Laboratory Facilities - Annual Fee	\$ 330.00
Health Care Service Plan Facilities - Annual Fee	\$ 330.00
Veterinary Clinics or Hospitals - Annual Fee	\$ 330.00
Medical/Dental Offices(>200 lbs/mth)-Annual Fee	\$ 330.00
Tattoo Parlors, Permanent Cosmetics, Body Piercing:	
Artist Registration (Annual)	\$ 25.00
Annual Facility Inspection Fee (Annual)	\$ 300.00
Temporary Event Booth	\$ 300.00
Plan Check/Extra Services (per hour)	\$ 113.00
Aboveground Storage Tank (AST) Program	
Per Site	\$ 70.00
Underground Storage Tank (UST) Program	
New UST Installation (\$111ea+hr>10hrs)	\$ 904.00
UST Abdnmnt/Removal (\$111 ea+hr>6hrs)	\$ 678.00
UST System Upgrade (\$111-ea+hr>6hrs)	\$ 678.00
UST Monitoring Equip/Spill prevention Only Upgrade (per hour)	\$ 113.00
UST Annual Fee:	
First Tank (per tank)	\$ 675.00
Additional Tanks (per tank)	\$ 200.00
Additional Svcs (See attached list of svcs.) (per hour)	\$ 113.00
Hazardous Waste Generators	
RCRA Large Qty Generators (per facility)	\$ 595.00
Other Generators (per facility)	\$ 70.00
Tiered Permit Activities (per facility)	\$ 120.00

Fee Name / Description of Service	Fee Amount
Hazardous Materials Inventories/Business Plan	
Annual Fee:	
Comercial/Non-Farm Site:	
Small (<25 tons)	\$ 160.00
Medium (25 - 500 tons)	\$ 420.00
Large (>500 tons)	\$ 1,505.00
Farm Sites:	
Small (<25 tons)	\$ 125.00
Medium (25 - 500 tons)	\$ 315.00
Large (>500 tons)	\$ 1,210.00
Bulk Petroleum Storage fac w/o USTs (SIC 5171)	\$ 230.00
Retail or Wholesale Petroleum fac w/ permitted USTs	\$ 200.00
Surcharges (chemicals listed Table 3 19CCR 2770.5):	
Large (>25 tons maximum storage capacity)	\$ 250.00
Small (<25 tons maximum storage capacity)	\$ 125.00
Additional Services (See attached list of srvcs) per hour	\$ 113.00
Miscellaneous Haz Material Program Services:	
Contaminated Site Remediation Oversight (per hour)	\$ 113.00
Cal ARP Program Services (per facility)	\$ 600.00
Hazardous Materials Emerg. Incident Response (per hour)	\$ 113.00
Housing Program	
Hotel/Motel Annual Fee:	
6 -30 units	\$ 137.00
31 - 50 units	\$ 150.00
51 - 100 units	\$ 230.00
101 - 200 units	\$ 310.00
201 - 500 units	\$ 585.00
Over 500 units	\$ 700.00
Recreational Health	
Public Pool/Spa Annual Fee	\$ 350.00
Occupational Health and Safety Program	

Fee Name / Description of Service	Fee Amount
Equipment Rental/Laboratory Analysis at cost	cost
Consultations and Training (per hour)	\$ 113.00
LIBRARY	
Overdue Charge (per day)	\$ 0.25
Maximum Overdue Book Charge	70% of cost
Maximum Overdue Periodical Charge	70% of cost
Maximum Overdue Video/ DVD/CD charge	70% of cost
Returned Check Service Charge	\$ 20.00
Damaged Audio Books per tape or disk	\$ 6.00
Item Replacement = 100% of Cost of item plus \$5.00 processing fee	100%+"
Interlibrary Loan Requests	
Book (Not in System)	\$ 15.00
Periodical Article (Not in System)	Cost to Library
Lost or Damaged Video/DVD/CD cases	\$ 3.00
Copies from Microfilm Reader Printers (per page)	\$ 1.00
Replacement Charge for Library Card (per card)	\$ 2.00
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Flash Drive (per drive)	\$ 5.00
Obituary Search	\$ 15.00

Fee Name / Description of Service	Fee Amount
Test Proctoring	\$ 20.00
Meeting Room - 4 hours	\$ 40.00
5 Hours Or More - Per Hour Charge	\$ 10.00
Local History Room	
Research Assistance - 1 Hour	\$ 15.00
Per Image	\$ 10.00
Barcode Replacement	\$ 1.00
Media Artwork Replacement Processing Fee	\$ 5.00
MINOR'S ADVOCATE	
Case assignments resolved at pre trial stage	\$ 75.00
Case assignments resulting in trial, pre trial motions, or trial	\$ 125.00
PROBATION	
Juvenile Center Commitment/Detention (per day)	\$ 25.00
Sealing of Records	\$ 125.00
Juvenile Work Program	\$ 35.00
Admin Fees for juvenile traffic court	\$ 35.00
Adult Court Report	\$ 450.00
Misdemeanor Reports	\$ 75.00
Adult Electronics (per day)	\$ 22.50
Probation Supervision (per month)	\$ 20.00
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00

Fee Name / Description of Service	Fee Amount
Ledger Size - Color (per page)	\$ 2.00
Dismissal of Adult Probation	\$ 120.00
Dismissal of Adult Non-Probation	\$ 60.00
Interstate Transfer Application	\$ 125.00
Installment Fees	\$ 35.00
PUBLIC GUARDIAN	
Reimb. for Conservatorship Routine Service Expenses (Balance of cash in estate after monthly expenses paid). Fee is	
0-\$200	\$ -
\$201-\$700	\$ 21.00
\$701-\$1,000	\$ 28.00
\$1,001-\$1,500	\$ 35.00
\$1,501-\$2,000	\$ 49.00
\$2,001-\$3,000	\$ 56.00
\$3,001-\$4,000	\$ 70.00
\$4,001-\$5,000	\$ 84.00
\$5,001-\$7,500	\$ 105.00
\$7,501-\$10,000	\$ 126.00
\$10,001-\$20,000	\$ 182.00
\$20,001-\$50,000	\$ 224.00
\$50,001 and over	\$ 421.00
Storage Fee not taken if account balance is under \$200.00. Fee amounts are shown as a per month amount.	
4'X4'	\$ 12.00
5'X5'	\$ 24.00
5'X10'	\$ 47.00
10'X15'	\$ 70.00
10'X18'	\$ 82.00
10'X25'	\$ 94.00
Vehicles	\$ 105.00
	total
Reimb. for Conservatorship Non-Routine Service Expenses. Fee is a per hour rate.	\$ 75.00
Reimbursement for Rep-Payee Services. Fee is shown as a per month rate	\$ 41.00

Fee Name / Description of Service	Fee Amount
PUBLIC WORKS	
Record of Survey	\$ 290.00
Encroachment Permits	Actual Cost
Transportation Permits	
Annual	\$ 20.00
Single	\$ 15.00
Corner Record Fee	\$ 10.00
Subdivision Improvement Plan Check/Inspection Fee	
Cost of Improvements	
\$0 - \$5,000	5% of Cost
\$5,001 - \$25,000	50 +4% of cost over \$5,000
\$25,001 - \$100,000	50 +3.5% of cost over \$5,000
\$100,001 - \$250,000	+3% of cost over \$100,000
\$250,001 and over	+2% of cost over \$250,000
Certificate of Correction	\$ 60.00
Amending Map	\$ 125.00
Other Fees (Collected by Planning Department)	
Prelim. Tentative Tract (PTT)	\$ 130.00
Tentative Tract Map (TT)	\$ 95.00
Tentative Parcel Map	\$ 45.00
Final Parcel Map	\$ 430.00
Tract Map	\$ 680.00
Parcel Map Waiver	\$ 150.00
Parcel Map in lieu of Tentative Parcel Map	\$ 430.00
TPM/LPM-Resubmittal	\$ 135.00
TT-Resubmittal	\$ 155.00
TT-ZOB Formation	\$ 950.00
Conditional Use Permit	\$ 60.00
Lot Line Adjustment	\$ 150.00
Lot Line Adjustment-Resubmittal	\$ 115.00
Site Plan Reviews	\$ 65.00

Fee Name / Description of Service	Fee Amount
Site Plan Review-Mobile Home (MHR)	\$ 75.00
Certificate of Compliance	\$ 40.00
Road Openings	\$ 380.00
Road Closings/Abandonment	\$ 520.00
Easement Abandonment	\$ 520.00
Flood Zone Permit or Variance	\$ 45.00
Planned Unit Development	\$ 195.00
Variance	\$ 30.00
Change in Nonconforming Use (CNCU)	\$ 30.00
Change of Zone Dist. Bndry.	\$ 30.00
Parks Program	
Play Field (Soccer, Softball, Sand Volleyball) Resv.(per day in advance)	\$ 30.00
Gate Fees	
Bicycle/Walk-In/Senior Citizen Driver	\$ 2.00
Motor Vehicle	\$ 6.00
Commercial or School Bus or Recreation Vehicle	\$ 10.00
Motorcycle/Moped/Scooter	\$ 4.00
Season Pass	\$ 50.00
Camping Fees (gate fees and reservation fees are charged in addition)	
Groups (per night charge only)	\$ 100.00
Picnic Reservation Fees / Area use fees	
Capacity:	
3 Table Area	\$ 25.00
6 Table Area	\$ 50.00
9 Table Area	\$ 75.00
12 Table Area	\$ 100.00
15+ Table Area(includes \$100 refundable cleaning dep.)	\$ 250.00
Firewood Sales	
Bundle	\$ 5.00
Mixed Wood (plus tax) (per cord)	\$ 100.00
Oak and/or Eucalyptus (plus tax) (per cord)	\$ 125.00
Special Use Permit - Bounce House per day	\$ 50.00

Fee Name / Description of Service	Fee Amount
Special Access Fee - per hour (2 hr. Minimum)	\$ 35.00
Burriss Park Multi-Purpose Room (BPMP) - 200 Max. Occupancy	
Base rate for room rental	\$ 250.00
Deposit requirement for all rentals	\$ 100.00
SHERIFF	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
222000-OPERATIONS	
Coroner Report Package	\$ 25.00
Body Removal & Storage (price per removal)	\$ 175.00
Public Administrator Estate Probation minimum	\$ 1,000.00
4% first \$100,000	
3% next \$100,000	
2% next \$800,000	
1% next \$9 million	
.5% next \$15 million	
223000-DETENTIONS	
Bookings:	
All agencies	\$ 103.00
Daily Jail Rate Price/day:	
Prison Costs	\$ 58.67
Alternative Sentencing:	
Adult Offender Work Program (AOWP) Price/day	\$ 12.50
Adult Offender Work Program (AOWP) Application Fee	\$ 75.00
Adult Offender Work Program (AOWP) Transfer Fee	\$ 100.00
Adult Offender Work Program (AOWP) Reschedule Fee	\$ 20.00
Weekender Program Price/wknd	\$ 67.50
Community Service Admin Fee	\$ 35.00
220000-ADMINISTRATION-RECORDS DEPARTMENT	
CUSTODIAN OF RECORDS	
Recording Duplication:	

Fee Name / Description of Service	Fee Amount
CD	\$ 14.00
DVD	\$ 12.00
Reports:	
Crime Report - Victim's Copy	\$ 5.00
Records Background Check	\$ 6.00
Auto Repossession	\$ 15.00
Letters:	
Booking Sheet	\$ 1.00
Immigration	\$ 6.00
Police Clearance	\$ 6.00
Custodian of Records Subpoena Duces Tecum	\$ 6.00
\$24.00 per hour/\$6.00 per quarter hour/copies @ .10 per page	\$ 0.10
.20 Per page for Microfilm copies	\$ 0.20
Sheriff Towing Srvc	\$ 125.00
Fingerprinting (LiveScan or Initial black ink card)	\$ 14.00
Additional black ink card	\$ 5.00
Permits:	
Gun & Explosive Permit	
County Fee	\$ 10.00
Concealed Weapons:	
Original Application	
90-Day employment CCW - State Fee	\$ 71.00
County Fee	\$ 100.00
2 Year resident CCW - State Fee	\$ 93.00
County Fee	\$ 100.00
3-Year judicial CCW State Fee	\$ 115.00
County Fee	\$ 100.00
4-Year reserve peace officer CCW -State fee	\$ 137.00
County Fee - Waived	\$ -
Amendment to the License	\$ 10.00
Renewal fees	
90-Day employment CCW - State Fee	\$ 30.00
County Fee	\$ 25.00

Fee Name / Description of Service	Fee Amount
Training Course Fee	\$ 25.00
2-Year resident CCW - State Fee	\$ 52.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
3-Year judicial CCW - State Fee	\$ 74.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
4-Yr resrv peace officer CCW State fee	\$ 96.00
County Fee and Training Course Fee	waived
Marijuana Grow Registration Fee	\$ -
220000-ADMINISTRATION-CIVIL DEPARTMENT	
Vehicle Inspection for Certification of Correction	\$ 17.00
Check Fee	\$ 12.00
Bench Warrant (CCP 491.160, 708.170)	\$ 50.00
Bench Warrant (Failure to appear on subpoena or court order)	
Receive and process Warrant (Up to \$40 is refundable)	\$ 140.00
Cancel the service of the Warrant (Up to \$40 is refundable)	\$ 140.00
Unable to locate person after due diligence	\$ 85.00
Arrest, which shall include arrest & release on promise to appear-	\$ 140.00
(Up to \$40 is refundable)	
Copy fee for writ, process, paper, order or notice, per page	\$ 1.00
Civil Subpoena Price/day (Deputy)	\$ 150.00
Civil Subpoena on a Peace Officer Price/day (Deputy)	\$ 275.00
Citation/Petition	\$ 40.00
Claim of Defendant	\$ 40.00
Claim of Plaintiff & Order	\$ 40.00

Fee Name / Description of Service	Fee Amount
Military Affidavit	\$ 40.00
Notary Fee	\$ 15.00
Notice to Quit 3/30 Day	\$ 40.00
Order of Hearing	\$ 40.00
Order to Show Cause	\$ 40.00
Prejudgment Claim to Right of Possession	\$ 40.00
Subpoena (Civil only)	\$ 40.00
Subpoena Duces Tecum	\$ 40.00
Summons and Complaint	\$ 40.00
Summons and Complaint (Unlawful Detainer)	\$ 40.00
Summons and Petition	\$ 40.00
Order to Show Cause/Temp. Restraining Order (Domestic Violence)	Waived
Order to Show Cause/Temp. Restraining Order (Harassment)	\$ 40.00
Execution - EWO (Domestic)	\$ 35.00
Execution - EWO	\$ 35.00
Execution - Bank Levy (Served by Sheriff or Process Server)	\$ 40.00
Execution - Third Party	\$ 40.00
Execution - Book Levy (W/A)	\$ 40.00
Execution - Book Levy (W/E)	\$ 40.00
Real Property Levy (Additional \$570 Deposit Required)	\$ 40.00
Personal Property Levy (Additional \$1500 deposit required)	\$ 85.00
Automobile Levy (Additional \$1500 deposit required)	\$ 100.00
Till Tap-Sheriff fee	\$ 100.00
Keeper - 8 hour (Additional \$240 deposit required)	\$ 240.00
Keeper - 24 hour	\$ 645.00

Fee Name / Description of Service	Fee Amount
Sheriff fee per day for continuously maintaining levy after first day	\$ 40.00
Sheriff fee NOT found (non installation)	\$ 35.00
Sheriff fee NOT found (Keeper non installation)	\$ 60.00
Sheriff fee NOT found RETURN	\$ 35.00
Safety Deposit Box-Sheriff's Fee	\$ 135.00
Bank's fee, Lock Smith, Storage, etc.	Actual
Eviction (see below)	
Notice to Vacate	\$ 85.00
Notice of Restoration	\$ 60.00
227700-ANIMAL CONTROL FIELD SERVICES	
Impound Fee (Altered & Licensed)	
1st impound	\$ -
2nd impound (within 90 days)	\$ 35.00
3rd impound (within one year)	\$ 50.00
Impound Fee (Unaltered & Unlicensed) 1st Impound (\$30+\$35 state fee)	\$ 65.00
2nd impound (within 90 days) (\$55+\$50 state fund)	\$ 105.00
3rd impound (within one year) (\$105+\$100 state fund)	\$ 155.00
Tranquilizer Fee	\$ 25.00
Owned Animal Pick up (+50 owner surrender fee)	\$ 30.00
Small animal trap deposit	\$ 60.00
Large animal trap deposit	\$ 200.00
Livestock (stray) service call	\$ 100.00
Dangerous Dog Fee	\$ 100.00
Vicious Dog Fee	\$ 150.00
227710-ANIMAL CONTROL SHELTER	
Kennel Licenses:	\$ 105.00
Kennel Permit	\$ 250.00
Multiple Animal Permit	\$ 50.00
Breeder Permit	\$ 500.00
Microchip Fee	\$ 10.00

Fee Name / Description of Service	Fee Amount
Dog Licenses	
UNALTERED Fee (1 yr-Senior)	\$ 50
Altered (1yr/2yr/3yr)	\$6/\$10/\$13
Altered-Senior (1yr/2yr/3yr)	\$6/\$10/\$13
Replacement dog license	\$ 5
Penalty Fee	100%
Boarding Fee (per day)	\$ 8.00
Adoption Fee	
Dogs (Incld Spay/Neuter, Vaccinations, microchip, license)	\$ 100.00
Cats (Incld Spay/Neuter, Vaccinations, microchip, license)	\$ 75.00
Senior Rate: Dogs (Incld Spay/Neuter, Vaccinations, microchip, license)	\$ 50.00
Senior Rate: Cats (Incld Spay/Neuter, Vaccinations, microchip, license)	\$ 35.00
Private Animal Cremation	\$ 50.00
Euthanasia (w/ note from veterinarian)	\$ 75.00
Live stock Redemption Fee	\$ 50.00
Home Quarantine	\$ 25.00
Owner surrender (dog or cat) Unaltered/Altered	\$ 50.00
Veterinary Costs	Actual Cost

ORDINANCE NO. 520.19

AN ORDINANCE AMENDING ORDINANCE NO. 520.18
ESTABLISHING CERTAIN COUNTY FEES AND CHARGES;
INCREASES AND REDUCTIONS THERETO; MASTER FEE SCHEDULE

The Board of Supervisors of the County of Kings Ordains as follows:

SECTION 1. Master Fee Ordinance.

This Ordinance and future amendments thereto shall be referred to and known as the "Master Fee Ordinance."

SECTION 2. Fees and Charges.

The fees and charges set forth in the Master Fee Schedule, attached hereto and incorporated herein as if set forth in full, are hereby established for the following county departments and divisions thereof:

Assessor-Clerk Recorder-Elections
Board of Supervisors (Clerk of the Board)
Community Development Agency
District Attorney
Finance Department
Fire Department
Health Department
Library
Minors Advocates
Probation
Public Guardian
Public Works
Sheriff/Coroner/Public Administrator/Animal Control

SECTION 3. Fee Modifications.

Fees and charges for the listed county departments and other county departments, may be added, reduced, increased, or deleted from time to time by amendments to the Master Fee Schedule by resolution or by amendments to this Master Fee Ordinance, in compliance with State law.

SECTION 4. Codified Fees and Charges.

The fees and charges adopted in Section 2 of this Ordinance shall supersede and take the place of any different fee or charge in any codified section of the Kings County Ordinance Code, in any Ordinance, or any Resolution.

SECTION 5. The fees and charges established hereby shall take effect upon the effective date of this Ordinance.

SECTION 6. Findings.

The Kings County Board of Supervisors adopts the following findings:

a. The Kings County Board of Supervisors held at least one public meeting at which oral or written presentations could be made, as a part of a regularly scheduled meeting, and that notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, was mailed at least fourteen (14) days prior to the meeting to any interested party who filed a request with this Board for mailed notice of the meeting on renewed or increased fees or charges and, further, that at least ten (10) days prior to the meeting, this Board made available to the public data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee is levied and the revenue sources anticipated to provide the service, including general fund revenues.

b. Prior to adopting this Ordinance, a public hearing was held at which oral or written presentations could be made, and notice of the time and place, including a general explanation of the matter to be considered, was published in accordance with Government Code section 6062a.

c. The fees and charges specified by this Ordinance do not exceed the cost of providing the product or service or enforcing the regulation for which the fee or charge is levied.

SECTION 7. This ordinance shall take effect sixty (60) days after its adoption and before the expiration of fifteen (15) days after its passage, shall be published with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel newspaper published in the County of Kings.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on November 21, 2017, and adopted at a regular meeting of the Board of Supervisors of the County of Kings on December 5, 2017.

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

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

Witness my hand and seal of said Board of Supervisors on December 5, 2017.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Community Development Agency – Greg Gatzka/Dan Kassik
SUBJECT: PUBLIC HEARING – FINAL COMMUNITY DEVELOPMENT BLOCK
GRANT PERFORMANCE REPORT FOR THE 2013 GRANT

SUMMARY:

Overview:

Upon completion of a Community Development Block Grant (CDBG) contract, a public hearing is required to notify the public about accomplishments funded by the grant and allow for public comment. The Kings County 2013 CDBG (13-CDBG-8951) was used for the purchase of fire trucks for Stratford and Kettleman City, curb, gutter, and sidewalks for Home Garden, a water treatment bypass pipeline for Armona, and first time homebuyer assistance. The grant expired on September 30, 2017.

Recommendation:

1. Hold a public hearing to provide citizens with an opportunity to make their comments known regarding the County’s 2013 Community Development Block grant accomplishments; and
2. Authorize the Community Development Agency Director to sign and submit the documents required to closeout the grant to the Department of Housing and Community Development.

Fiscal Impact:

None to the General Fund.

BACKGROUND:

The County’s 2013 CDBG grant (13-CDBG-8951) is being closed out and the public hearing is one of the final steps required by the State.

The 2013 CDBG grant award was for \$2,000,000 for the purchase of a fire truck for Kettleman City, curb, gutter and sidewalks for Home Garden and first time homebuyer assistance. The grant included the expenditure of \$725,245 of Program Income for two supplemental activities, the purchase of a fire truck for Stratford and a

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING – FINAL COMMUNITY DEVELOPMENT BLOCK GRANT PERFORMANCE REPORT FOR THE 2013 GRANT

December 5, 2017

Page 2 of 2

water treatment bypass pipeline for Armona. County staff administered this grant along with Self-Help Enterprises who administered the housing portion of the grant.

The housing portion of the grant utilized a total of \$837,139 for homeownership assistance for first-time home buyers. The funding provided homeownership assistance for fifteen (15) low to moderate income households throughout the unincorporated area of Kings County.

The Home Garden project was completed under budget and the housing funds were not completely expended leaving a grant balance of \$127,873. The County had paid \$153,100 towards the Stratford fire truck as the amount of Program Income dedicated to the fire truck did not cover the full purchase price. Staff requested a budget transfer of the unused grant funding to be used to off-set the County costs for the Stratford fire truck in which the State approved the budget transfer. The budget transfer of unused grant funds resulted in the County only needing to expend \$25,227 towards the Stratford fire truck.

In all, the County was able to expend all but \$7,371 of grant funds of the total \$2,725,245. The unspent grant funds will be disencumbered by the State.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Administration – Larry Spikes/Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$320,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION, RENOVATION, CONSTRUCTION, FURNISHING, EQUIPPING AND IMPROVEMENT OF REAL PROPERTY AND HEALTHCARE FACILITIES FOR SHARP HEALTHCARE

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

- 1) Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing; and
- 2) Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Financing Authority for Sharp Healthcare

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The County of Kings is in no way obligated on the obligations.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____ /2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$320,000,000 OF REVENUE BONDS FOR THE FINANCING OR REFINANCING THE ACQUISITION, RENOVATION, CONSTRUCTION, FURNISHING, EQUIPPING AND IMPROVEMENT OF REAL PROPERTY AND HEALTHCARE FACILITIES FOR SHARP HEALTHCARE

December 5, 2017

Page 2 of 3

BACKGROUND:

Sharp Healthcare, Sharp Memorial Hospital, Sharp Chula Vista Medical Center and Grossmont Hospital Corporation (the “Corporation”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$320,000,000 to refinance and finance the acquisition, renovation, construction, furnishing, equipping and improvement of multiple health care facilities located and/or to be located at or near the facility campuses at the following locations in California:

- health care facilities owned and operated by Sharp HealthCare (“SHC”) (formerly known as “San Diego Hospital Association”) located at 8695 Spectrum Center Blvd., 8520 Tech Way, and 5651 Copley Drive, San Diego, California;
- health care facilities leased and operated by SHC located at 3571 and 3572 Corporate Ct., 3558 and 4000 Ruffin Rd., and 7930, 8008 and 8010 Frost Street, San Diego California;
- real property located in the City of San Diego, County of San Diego, State of California, and more particularly described as follows: Parcel 2 of Parcel Map No. 21332, in the City of San Diego, County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, March 16, 2016, as File No. 2016-7000116, APN: 678-690-03-00;
- health care facilities owned and operated by Sharp Memorial Hospital located at 7989 Linda Vista Rd. and 7944 Birmingham Dr., San Diego, California;
- health care facilities leased and operated by Sharp Memorial Hospital located at 8080 Dagget St. and 956 Tenth Ave., San Diego, California;
- health care facilities owned by SHC and leased and operated by Sharp Memorial Hospital located at 7901 Frost St., 2999, 3003 and 3075 Health Center Dr., 7850 Vista Hill Ave., and 7947 Birmingham Dr., San Diego, California;
- health care facilities leased by SHC and operated by Sharp Memorial Hospital located at 5325 Metro St. and 4320 Genesee Ave., San Diego, California;
- health care facilities owned and operated by Sharp Chula Vista Medical Center located at 751, 752, 754 and 765 Medical Center Ct., Chula Vista, California;
- health care facilities leased and operated by Sharp Chula Vista Medical Center located at 769 Medical Center Court, Chula Vista, California;
- health care facilities owned and operated by Grossmont Hospital Corporation located at 5525 Grossmont Center Dr., La Mesa, California and 5788 Lyden Way, San Diego, California;
- health care facilities leased and operated by Grossmont Hospital Corporation located at 5555 Grossmont Center Dr., 8860 Center Dr., and 8881 Fletcher Parkway, La Mesa, California;
- health care facilities owned by Grossmont Hospital Foundation and leased and operated by Grossmont Hospital Corporation located at 9472 Loren St., La Mesa, California;

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$320,000,000 OF REVENUE BONDS FOR THE FINANCING OR REFINANCING THE ACQUISITION, RENOVATION, CONSTRUCTION, FURNISHING, EQUIPPING AND IMPROVEMENT OF REAL PROPERTY AND HEALTHCARE FACILITIES FOR SHARP HEALTHCARE

December 5, 2017

Page 3 of 3

- health care facilities owned by SHC and operated by Grossmont Hospital Corporation located at 3850 Valley Vista Road, Bonita, California.

The Board has been asked to conduct the public hearing on December 5, 2017 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Corporation. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Corporation must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Corporation.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

The California Public Finance Authority (CalPFA) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$320,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, RENOVATION, CONSTRUCTION, FURNISHING, EQUIPPING AND IMPROVEMENT OF REAL PROPERTY AND HEALTHCARE FACILITIES FOR SHARP HEALTHCARE AND CERTAIN OTHER MATTERS RELATING THERETO

RESOLUTION NO. _____

/

WHEREAS, Sharp Healthcare, Sharp Memorial Hospital, Sharp Chula Vista Medical Center and Grossmont Hospital Corporation, each a California nonprofit public benefit corporation (the “Corporation”), has requested that the California Public Finance Authority (the “Authority”) issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$320,000,000 (the “Bonds”).

Up to \$200,000,000 of the proceeds of the Bonds may be used by the following entities to finance and/or refinance the acquisition, renovation, construction, furnishing, equipping and improvement of real property and health care facilities located and/or to be located at or near the facility campuses at the following locations in California:

- health care facilities owned and operated by Sharp HealthCare (“SHC”) (formerly known as “San Diego Hospital Association”) located at 8695 Spectrum Center Blvd., 8520 Tech Way, and 5651 Copley Drive, San Diego, California;
- health care facilities leased and operated by SHC located at 3571 and 3572 Corporate Ct., 3558 and 4000 Ruffin Rd., and 7930, 8008 and 8010 Frost Street, San Diego California;
- real property located in the City of San Diego, County of San Diego, State of California, and more particularly described as follows: Parcel 2 of Parcel Map No. 21332, in the City of San Diego, County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, March 16, 2016, as File No. 2016-7000116, APN: 678-690-03-00;
- health care facilities owned and operated by Sharp Memorial Hospital located at 7989 Linda Vista Rd. and 7944 Birmingham Dr., San Diego, California;
- health care facilities leased and operated by Sharp Memorial Hospital located at 8080 Dagget St. and 956 Tenth Ave., San Diego, California;
- health care facilities owned by SHC and leased and operated by Sharp Memorial Hospital located at 7901 Frost St., 2999, 3003 and 3075 Health Center Dr., 7850 Vista Hill Ave., and 7947 Birmingham Dr., San Diego, California;

- health care facilities leased by SHC and operated by Sharp Memorial Hospital located at 5325 Metro St. and 4320 Genesee Ave., San Diego, California;
- health care facilities owned and operated by Sharp Chula Vista Medical Center located at 751, 752, 754 and 765 Medical Center Ct., Chula Vista, California;
- health care facilities leased and operated by Sharp Chula Vista Medical Center located at 769 Medical Center Court, Chula Vista, California;
- health care facilities owned and operated by Grossmont Hospital Corporation located at 5525 Grossmont Center Dr., La Mesa, California and 5788 Lyden Way, San Diego, California;
- health care facilities leased and operated by Grossmont Hospital Corporation located at 5555 Grossmont Center Dr., 8851 and 8860 Center Dr., and 8881 Fletcher Parkway, La Mesa, California;
- health care facilities owned by Grossmont Hospital Foundation and leased and operated by Grossmont Hospital Corporation located at 9472 Loren St., La Mesa, California;
- health care facilities owned by SHC and operated by Grossmont Hospital Corporation located at 3850 Valley Vista Road, Bonita, California.

Up to \$120,000,000 of the proceeds of the Bonds may be used by the following entities to refinance, via refunding of bonds previously issued by the ABAG Finance Authority for Nonprofit Corporations, the acquisition, construction, furnishing, equipping and improvement of real property and health care facilities located at or near the facility campuses at the following locations in California:

- health care facilities owned and operated by SHC located at 8695 Spectrum Center Blvd., 8520 Tech Way, and 5651 Copley Drive, San Diego, California;
- health care facilities leased and operated by SHC located at 3571 and 3572 Corporate Ct., 3558 and 4000 Ruffin Rd., and 7930, 8008 and 8010 Frost Street, San Diego California;
- real property located in the City of San Diego, County of San Diego, State of California, and more particularly described as follows: Parcel 2 of Parcel Map No. 21332, in the City of San Diego, County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, March 16, 2016, as File No. 2016-7000116, APN: 678-690-03-00;
- health care facilities owned and operated by Sharp Memorial Hospital located at 7989 Linda Vista Rd. and 7944 Birmingham Dr., San Diego, California;
- health care facilities leased and operated by Sharp Memorial Hospital located at 8080 Dagget St. and 956 Tenth Ave., San Diego, California;
- health care facilities owned by SHC and leased and operated by Sharp Memorial Hospital located at 7901 Frost St., 2999, 3003 and 3075 Health Center Dr., 7850 Vista Hill Ave., and 7947 Birmingham Dr., San Diego, California;
- health care facilities leased by SHC and operated by Sharp Memorial Hospital located at 5325 Metro St. and 4320 Genesee Ave., San Diego, California;
- health care facilities owned and operated by Sharp Chula Vista Medical Center located at 751, 752, 754 and 765 Medical Center Ct., Chula Vista, California;
- health care facilities leased and operated by Sharp Chula Vista Medical Center located at 769 Medical Center Court, Chula Vista, California;

- health care facilities owned and operated by Grossmont Hospital Corporation located at 5525 Grossmont Center Dr., La Mesa, California and 5788 Lyden Way, San Diego, California;
- health care facilities leased and operated by Grossmont Hospital Corporation located at 5555 Grossmont Center Dr., 8851 and 8860 Center Dr., and 8881 Fletcher Parkway, La Mesa, California;
- health care facilities owned by Grossmont Hospital Foundation and leased and operated by Grossmont Hospital Corporation located at 9472 Loren St., La Mesa, California;
- health care facilities owned by SHC and operated by Grossmont Hospital Corporation located at 3850 Valley Vista Road, Bonita, California.

WHEREAS, the real property and facilities proposed to be financed and/or refinanced (collectively, the “Project”) are located within the County of San Diego; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the County”) and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the “Board of Supervisors”) is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing and/or refinancing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the loan for the financing and/or refinancing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of _____, 2017, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

ABSTAIN: Supervisors

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

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2017.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 5, 2017

SUBMITTED BY: Administration – Larry Spikes/Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$24,000,000 OF TAX-EXEMPT OBLIGATIONS FOR REFINANCING CAPITAL IMPROVEMENTS TO CERTAIN FACILITIES TO BENEFIT THE BRANSON SCHOOL

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

- 1) Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing; and
- 2) Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Financing Authority for The Branson School

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The County of Kings is in no way obligated on the obligations.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____ /2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$24,000,000 OF TAX-EXEMPT OBLIGATIONS FOR REFINANCING CAPITAL IMPROVEMENTS TO CERTAIN FACILITIES TO BENEFIT THE BRANSON SCHOOL

December 5, 2017

Page 2 of 2

BACKGROUND:

The Branson School, a California nonprofit public benefit corporation (the “Corporation”), has requested that CalPFA issue tax-exempt obligations in an amount not to exceed \$24,000,000 to refund all of the Corporation’s outstanding 2008 Bonds that were used to finance the costs of construction, acquisition, installation, renovation, rehabilitation and improvement of real property, facilities and equipment of the Corporation’s educational facilities located on its campus at 39 Fern Hill Avenue and 71 Fern Hill Avenue, Ross, California 94957 (the "Campus"), including but not limited to a new Arts Center, Science Building, and Student Commons/Dining Room Facility, and miscellaneous construction, acquisition, renovation, improvements, demolition, capital maintenance, equipment acquisition and installation thereof at the Campus.

The Board has been asked to conduct the public hearing on December 5, 2017 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Corporation. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Corporation must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Corporation.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

The California Public Finance Authority (CalPFA) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,000,000, FOR THE PURPOSE OF REFINANCING CAPITAL IMPROVEMENTS TO CERTAIN FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO, TO BENEFIT THE BRANSON SCHOOL/

RESOLUTION NO. _____

WHEREAS, The Branson School, a California nonprofit public benefit corporation (the "Corporation"), has requested that the California Public Finance Authority (the "Authority") participate in issuing one or more tax-exempt obligations (the "Loan") in an aggregate principal amount not to exceed \$24,000,000, for the purpose of refinancing various capital facilities (the "Project") as more fully described below;

WHEREAS, First Republic Bank or any other lender selected by the Corporation (the "Lender"), the Authority and the Corporation will enter into a master loan agreement (the "Master Loan Agreement"), under which the Authority will lend the proceeds of the Loan to the Corporation to be used to: (1) refund all of the outstanding \$22,500,000 ABAG Finance Authority for Nonprofit Corporations Variable Rate Demand Revenue Bonds (The Branson School) Series 2008 (the "2008 Bonds"), and (2) pay various costs of issuance in connection with the Loan and other related costs, including, but not limited to, a termination payment with respect to an interest rate swap related to the 2008 Bonds;

WHEREAS, the proceeds of the 2008 Bonds were used to (i) finance the costs of (a) construction, acquisition, installation, renovation, rehabilitation and improvement of real property, facilities and equipment of the Corporation's educational facilities located on its campus at 39 Fern Hill Avenue and 71 Fern Hill Avenue, Ross, California 94957 (the "Campus"), including but not limited to a new Arts Center, Science Building, and Student Commons/Dining Room Facility, and (b) miscellaneous construction, acquisition, renovation, improvements, demolition, capital maintenance, equipment acquisition and installation thereof at the Campus (collectively, the "Project"); and (ii) pay certain costs of issuance of the 2008 Bonds, including fees and expenses with respect to a direct-pay letter of credit supporting the 2008 Bonds;

WHEREAS, the Project is owned and operated by the Corporation and used for the educational purposes thereof, and is located within the County of Marin;

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County;

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Loan by the Authority must be approved by the County;

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code;

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Loan, and now desires to approve the issuance of the Loan by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Loan, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

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

Section 1. The Board of Supervisors hereby approves the issuance of the Loan by the Authority for the purposes of refinancing the Project and paying various costs of issuance in connection with the Loan and other related costs. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Loan by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the [5th] day of December, 2017, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this [5th] day of December, 2017.