



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 January 30, 2018

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

Chairman:	Richard Valle (District 2)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Joe Neves (District 1)		Colleen Carlson, County Counsel
Board Members:	Doug Verboon (District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen (District 4)		
	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 – Andrew Cromwell – Koinonia 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** EMPLOYEE RECOGNITION – Rebecca Campbell/David Robinson
Presentation of plaques to David Calhoun, Deputy Sheriff School Resource Officer, Sheriff's Office, for being selected as Outstanding Employee of the 3rd Quarter, 2017 and to Clint Vick, Deputy Sheriff, Sheriff's Office, for being selected as Outstanding Employee of the 4th Quarter, 2017.
- IV 9:10 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: January 23, 2018**
- B. Agriculture Department:**
1. Consider authorizing the Chairman to sign the Cooperative Agreement with the California Department of Food and Agriculture for Asian Citrus Psyllid bulk citrus program.
 2. Consider authorizing the Chairman to sign an Agreement with the California Agricultural Commissioners and Sealers Association for Fiscal Year 2017/2018 for the Pesticide Use Report Data Entry Program.
- C. Behavioral Health Department:**
Consider authorizing out of state travel for Jenny Chalifoux, Quality Assurance Manager, to attend the Managed Care Compliance Conference in Scottsdale, Arizona on February 11-14, 2018.

CONSENT CALENDAR CONTINUED

D. Sheriff's Office:

Consider authorizing out of state travel for Investigator Elizabeth Cisneros to attend the Drug Enforcement Agency Academy in Quantico, Virginia for the Task Force Officer School on March 4-10, 2018.

E. Human Services Agency:

Consider authorizing the Chairman to sign the renewal Agreements with the Kings/Tulare Agency on Aging and the Kings County Commission on Aging for Fiscal Year 2017/2018 for Senior Services.

F. Public Works:

1. Consider approving the purchase of a heat pump unit for the Sheriff's Records office and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
2. Consider approving the encroachment permit for the use of County roadways for the Third Annual Cow Run and waiving the encroachment permit fee.

V

REGULAR AGENDA ITEMS

9:15 AM A. Human Resources Department – Leslie McCormick Wilson

Consider authorizing the Human Resources Director and designated staff to sign an Agreement with the Firefighters' Association that ends on January 31, 2019, approving a four range salary increase for the Assistant Fire Chief classification from salary range 256.0 (\$7,680 - \$9,370) to salary range 260.0 (\$7,992 - \$9,752) and approving a salary increase for the Fire Chief classification from \$10,715 per month to \$11,289 per month, with no change in salary band

**9:20 AM B. Human Services Agency – Sanja Bugay/Wendy Osikafo
Probation Department – Kelly Zuniga/Kimberly Rankin**

Consider authorizing the Human Services Agency Director and the Chief Probation Officer to sign the Memorandum of Understanding with the Kings County Office of Education for foster youth demographic data sharing

9:25 AM C. Public Works Department – Kevin McAlister

1. Consider approving Tony Lemus' request for complete closure of Hickey Park on April 20-21, 2018 for a special event, authorizing the Public Works Director to sign the special use Agreement with Tony Lemus and to approve non-substantive changes to the Agreement, including date changes, with the concurrence of County Counsel.
2. Consider approving the plans and specifications and authorizing the Public Works Department to advertise the 18th and Jersey Avenues Overlay project.

9:30 AM D. Sheriff's Office – David Robinson/Robert Thayer

1. Presentation of the Prison Inmate Welfare Fund report of revenue and expenditures for Fiscal Year 2016/2017.
2. Consider approving Change Order No. 1 with Motorola Solutions Incorporated for the Simulcast Project and retroactively authorizing Commander Kris Zuniga to sign the Change Order, dated December 13, 2017.

9:35 AM E. Administration – Rebecca Campbell

Consider approving the Board Committee Assignments for 2018.

9:40 AM F. 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 9:45 AM G. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
Negotiator: Rebecca Campbell
 - **Deputy Sheriffs' Association**
 - **Unrepresented Management**

VII 10:00 AM H. PUBLIC HEARING

Administration – Rebecca Campbell

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 and rehabilitation of Bigby Villa Apartments.

10:00 AM I. PUBLIC HEARING

Administration – Rebecca Campbell

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 and rehabilitation of The Greenery Apartments.

10:00 AM J. PUBLIC HEARING

Administration – Rebecca Campbell

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 and rehabilitation of The Plaza Senior Apartments.

10:00 AM K. PUBLIC HEARING

Administration – Rebecca Campbell

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 and rehabilitation of Westgate Gardens Apartments.

10:00 AM L. PUBLIC HEARING

Administration – Rebecca Campbell

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 and construction of St. Anton ECR Apartments.

VIII

M. ADJOURNMENT

The next regularly scheduled meeting is scheduled for February 6, 2018, at 9:00 a.m.

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

FUTURE MEETINGS AND EVENTS

February 6	9:00 AM	Regular Meeting
February 13	9:00 AM	Regular Meeting
February 13	11:00 AM	California Public Finance Authority Regular Meeting
February 20	--	Regular Meeting Cancelled due to observance of President's Day on February 19, 2018
February 27	9:00 AM	Regular Meeting
February 27	11:00 AM	California Public Finance Authority Regular Meeting
February 27	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
February 27	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
March 6	9:00 AM	Regular Meeting

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



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Action Summary January 23, 2018

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

Chairman:	Richard Valle	(District 2)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Joe Neves	(District 1)		Colleen Carlson, County Counsel
Board Members:	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	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 – Robert Needham – New Hope Orthodox Presbyterian Church

PLEDGE OF ALLEGIANCE

ALL MEMBERS ONLY

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.

Kristine Lee, Assessor/Clerk-Recorder introduced new employee Warren Sublett, Chief Appraiser to the Board.

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: January 9, 2018

B. County Counsel:

Consider making appointments to the Lemoore Cemetery District and two appointments to the Hanford Cemetery District.

ACTION: HANFORD CEMETERY PORTION OF THE ITEM WAS PULLED

C. Health Department:

Consider authorizing the Chairman to retroactively sign the Lease Amendment with Great Valley Holdings for the building at 330 North Harris Street currently occupied by the Women, Infant and Children's Program. [Lease 254.2]

D. Information Technology Department:

Consider approving the bid award of kitchen equipment and supplies for Phase III of the jail to BigTray Restaurant Equipment and Supplies and authorizing the Purchasing Manager to sign the purchase order.

CONSENT CALENDAR CONTINUED

E. Public Works Department:

Consider approving the Kings County Sheriff's Posse's request for complete closure of Burris Park on June 16, 2018 for a special event.

ACTION: ITEM WAS PULLED

F. Sheriff's Office:

Consider authorizing out of state travel of Rural Crimes Task Force Investigators Rod Shulman, Carlos Santos and Benjamin Moore to attend the Western States Livestock Investigators Associations Annual Training Conference in Reno, Nevada on March 7-9, 2018.

G. Administration:

Consider denying the claim for damages filed by Richard Ruiz on behalf of his client, Adrian Deleon and directing County Counsel to advise the claimant of the action.

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

IV

REGULAR AGENDA ITEMS

B 4

A. Waste Management Company – Bob Henry

Quarterly report of facility activities.

INFORMATION ONLY - NOA

B 5

B. Public Works Department – Kevin McAlister

Consider authorizing the Chairman to sign the Grant Deed transferring excess land at the Kettleman City Road Yard to the Kettleman City Community Services District. **(4/5 vote required)**

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

B 6

C. Sheriff's Office – David Robinson

Consider authorizing the Chairman to sign software license and maintenance Agreements with Telesoft, Inc. for Civil Process software. **[Agmt 18-006 A & B]**

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

B 7

D. Behavioral Health Department – Lisa Lewis/Katie Arnst

Consider approving the Mental Health Services Act Three-Year Program and Expenditure Plan for 2017-2020.

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

B 8

E. Assessor/Clerk-Recorder/Elections Office – Kristine Lee

Consider adopting a Resolution authorizing the Elections Office to apply for Help America Vote Act funds, authorizing the Chairman to sign an Agreement applying for the funds and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required) [Reso 18-001, Agmt 18-007]**

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

V

STUDY SESSION

B 9

F. Community Development Agency – Greg Gatzka

Information regarding the Kettleman City Smart Growth State Route 41 Corridor Improvement Plan.

INFORMATION ONLY – NOA

B 10

G. Board Member Announcements or Reports

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

Supervisor Pedersen stated that he attended Hanford High School Ag Farm grand opening on January 19, 2018 and the Kings County Water Commission & Kings County Agriculture Advisory Committee co-meeting on January 22, 2018.

Supervisor Verboon stated that he attended the San Joaquin Valley Water Infrastructure Authority meeting on January 18, 2018 and stated that he would be attending their special meeting on January 26, 2018.

Supervisor Fagundes stated that he attended the Kings Community Action Organization Board meeting on January 17, 2018, attended the Lemoore Chamber awards dinner on January 19, 2018 and attended the Kings/Tulare Area Agency on Aging Council meeting in Visalia on January 22, 2018.

Supervisor Neves stated that he attended the Lemoore Chamber luncheon on January 10, 2018, announced basketball at West Hills College, attended the CalVans meeting on January 11, 2018, attended the Yokut gas ribbon cutting at Santa Rosa Rancheria on January 12, 2018, attended the Valley Innovative Energy Watch Success awards luncheon in Visalia and the California Dairy Campaign annual dinner in Hanford on January 18, 2018, attended the Lemoore Chamber awards dinner on January 19, 2018, attended the Behavioral Health Advisory Committee meeting, the Kings County Water Commission and Kings County Agricultural Advisory Committee co-meeting on January 22, 2018.

Supervisor Valle stated that he attended the Martin Luther King, Jr. annual event in Hanford on January 15, 2018, attended an awards event with Assemblymember Rudy Salas in Corcoran on January 19, 2018 and discussed the Jose Ramirez fight for water event on March 17, 2018.

County Counsel, Colleen Carlson asked the Board for direction on the ground water export ordinance and priorities for the County on the water issues. She asked to have a meeting with Supervisors Pedersen & Verboon and Community Development Agency staff to discuss the topics. The Board advised her to move forward with the meeting as requested after stating their concerns.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Rebecca Campbell stated that the Board received an invitation to the Rotary Crab feed on February 3, 2018. She stated that the Board received an invitation to the Corcoran Chamber of Commerce awards dinner on February 7, 2018, and an invitation from Champions to the 10 year anniversary of Hannah's House on February 22, 2018. She stated that the Lions Clubs will be going to Ensenada for 3 days in March 2018 and are collecting eye glasses, especially youth sizes, and boxes for donations are in the Administration office and the UC Cooperative Extension office. She stated that the Board received an invitation from Behavioral Health and other Organizations to the "Kids in the Cabinet & Beyond" event at Koinonia Church on March 8, 2018 and John Lehn, Job Training Office Director is retiring on April 30, 2018 after 41 years of service to Kings County.**

- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Sheriff’s Department Agreement with Schools for FY 2017/2018 for School Resource Officers, Administration Office Employee of the 3rd and 4th Quarter of 2017, Agricultural Commissioner Pesticide Use Data Entry Memorandum of Understanding between the California Agricultural Commissioner Sealers Association and Kings County for FY 2017/2018, California Public Finance Authority will have five Tefra hearings on multiple locations on the January 30, 2018 agenda and the Sheriff’s Department contract related to Flat Top Mountain/Simulcast project with Preferred Power Solutions, a change order decrease in the Motorola contract and a study session on Immigration. She stated that Administration will have an item on the Jail Phase III project contract modification for additional services and the 2018 State and Federal Legislative Platform will be before the Board in time for the National Association of Counties conference in March 2018.**

VI B 11 H. CLOSED SESSION

- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
Negotiator: Rebecca Campbell
 - **Firefighters’ Association**
 - **Unrepresented Management****REPORT OUT: Rebecca Campbell, County Administrative Officer stated that the Board took no reportable action in closed session today.**

I B 12 I. ADJOURNMENT

The next regularly scheduled meeting is scheduled for January 30, 2018, at 9:00 a.m.

VIII 1:30 PM J. HOUSING AUTHORITY- REGULAR MEETING

IX 2:00 PM K. IN-HOME SUPPORTIVE SERVICES- REGULAR MEETING

FUTURE MEETINGS AND EVENTS

January 30	9:00 AM	Regular Meeting
February 6	9:00 AM	Regular Meeting
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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 January 30, 2018

SUBMITTED BY: Administration – Rebecca Campbell
Sheriff – David Robinson

SUBJECT: PRESENTATION TO THE EMPLOYEE OF THE 3RD AND 4TH QUARTERS

SUMMARY:

Overview:

Your Board approved the formation of an Employee Recognition Committee in 1990. Every quarter, employees are nominated based on their outstanding performance and achievement in various departments. The nominations are reviewed and voted upon by the Committee. The Committee respectfully requests that your Board recognize and award the Employee of the Quarter with the presentation of a plaque and check in the amount approved by the Board.

Recommendation:
Presentation only.

Fiscal Impact:

Employees awarded will receive \$300, which will come from the General Fund in Budget Unit 111000 Account 82228125.

BACKGROUND:

Presentation of a plaque and check for the Employee of the 3rd Quarter David Calhoun, Deputy Sheriff School Resource Officer for being a strong role model for students in the school. Deputy Calhoun raises positivity in the classrooms, prevents bullying and resolving other youth issues. Due to scheduling conflicts in the fall, the Employee Recognition Committee was unable to meet; therefore we would also like your Board to recognize Clint Vick, Deputy Sheriff, for the 4th Quarter, 2017. Deputy Vick was selected for his heroic, life saving tactics which saved an 8 year-old child last February. If it had not been for his calm demeanor, and quick action, this child may not be alive today. Both deputies are outstanding employees as well as amazing public servants to the citizens of Kings County. The Employee Recognition Committee requests your Board honor them both today as the Employees of the 3rd and 4th Quarter.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

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 January 30, 2018

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT 17-0464-000-SA WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S ASIAN CITRUS PSYLLID BULK CITRUS PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer provides services in cooperation with the California Department of Food and Agriculture for Asian Citrus Psyllid bulk citrus regulatory activities.

Recommendation:

Authorize the Chairman to sign Cooperative Agreement 17-0464-00-SA with the California Department of Food and Agriculture for Asian Citrus Psyllid bulk citrus program.

Fiscal Impact:

Revenues of \$26,768 for this program are included in the FY 2017/18 budget, in budget unit 260000, account 8151200 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner provides quarantine response and regulatory enforcement activities according to State protocols established by this agreement to protect Kings County agriculture and the public from the introduction of the Asian Citrus Psyllid, a vector of Huanglongbing, a devastating disease of citrus. The term of this agreement is from October 1, 2017 through June 30, 2018.

The agreement has been reviewed by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
17-0464-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The term of this Agreement is: October 1, 2017 through June 30, 2018

3. The maximum amount of this Agreement is: \$26,767.95

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

Exhibit A: Recipient and Project Information	1 Page
Exhibit B: General Terms and Conditions	2 Page
Exhibit C: Payment and Budget Provisions	1 Page(s)
Attachments: Scope of Work and Budget	10 Page(s)

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF KINGS

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814



EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 The Asian citrus psyllid (ACP) bulk citrus regulatory activities covered by the counties will ensure the requirements of the United States Department of Agriculture's Federal Order for ACP are met and to ensure the requirements of the California state interior quarantine for ACP (CCR 3435) are met.

Project Title: ACP BULK Citrus - Regulatory

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Keith Okasaki	Name:	Jimmy Hook 
Section/Unit:	PHPPS/PEST EXCLUSION	Section/Unit:	COUNTY OF KINGS
Address:	1220 N Street, Room 325	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Hanford, CA 93230
Phone:	916-654-0312	Phone:	559-852-2830
Email Address:	keith.okasaki@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us 

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kelly Thornburg	Name:	
Section/Unit:	PHPPS/PEST EXCLUSION	Section/Unit:	
Address:	1220 N Street, Room 325	Address:	
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	
Phone:	916-654-0312	Phone:	
Email Address:	kelly.thornburg@cdfa.ca.gov	Email Address:	
		FISCAL CONTACT FOR RECIPIENT (if different from above):	
		Name:	
		Section/Unit:	
		Address:	
		City/State/Zip:	
		Phone:	
		Email Address:	

4. **RECIPIENT: Please check appropriate box below:**

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

This award does does not support R&D. 

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

5. **Disputes**

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

6. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its contractors is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines. The contract shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

7. **Non-Discrimination Clause**

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

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

8. **Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Excise Tax**

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

10. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

11. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations, pursuant to 2 CFR 200.471.

12. Reporting Requirements

The Recipient agrees to complete all reporting requirements listed in Scope of Work.

13. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the CDFA logo.

14. Property Damage Claims Process

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

15. Force Majeure

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

16. Amendments

Changes to Scope of Work, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

17. Suspension of Payments

Payment under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if the CDFA determines that Recipient has breached the terms of this Agreement. Upon discovery of any violations of the Agreement terms and conditions, Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and mailed to:

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street, Suite 400
Sacramento, CA 95814

Or delivered by email with a date/timestamp within ten (10) business days to:

CDFA.LegalOffice@cdfa.ca.gov

18. Closeout

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

19. Record Retention and Accessibility

The Recipient must retain all records relating to the Agreement for a period of three (3) years from the date of the close out notification or Agreement period, date of final resolution of any performance or financial compliance issues, whichever is later.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

6. Budget

For a detailed budget of all the activities to be performed under the Scope of Work, see attached Budget.

SCOPE OF WORK
Asian Citrus Psyllid Program, Citrus Commodity
(Regulatory) October 1, 2017 – June 30, 2018

The County agrees to perform and provide the following quarantine response and regulatory enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by California Code of Regulations (CCR), Title 3, Division 4, Chapter 3, Section 3435 (<http://pi.cdfa.ca.gov/pqm/manual/html/420.htm>) and Federal Domestic Quarantine for Citrus Greening and Asian Citrus Psyllid (<http://pi.cdfa.ca.gov/pqm/manual/html/212.htm>).

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached projected Work Plan (budget), Budget Detail and payment provisions and by this reference made a part hereof.

Enforcement activities as described in sections 1(b), 2(b), and 3(b) are the highest priority. Compliance agreement issuance is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize inspection activities as appropriate to meet changing needs.

Authorized expenses under this Asian Citrus Psyllid (ACP) regulatory cooperative agreement include:

I. Personnel Activities

A. Quarantine Enforcement

- 1. Citrus Growers**
- 2. Citrus Transporters**
- 3. Citrus Packers/Juice Plants/Other Processors**
- 4. Regulatory Trace-Back and Trace-Forward Activities**
- 5. Program Environmental Impact Report**

B. Other Activities

- 1. Conference Calls**
- 2. Meetings**
- 3. Administrative Support**
- 4. Reporting**

II. Non-Personnel

- A. Dump and Disposal**
- B. Supplies**
- C. Equipment**
- D. Vehicle Mileage**

III. Reporting/Invoicing

- A. Monthly Activity Report**
- B. Invoicing/Reimbursement**

- I. **Personnel Activities:** The County agrees to perform the listed quarantine response and regulatory enforcement activities required by the ACP State Interior Quarantine (CCR 3435) and Federal Domestic Quarantine for Citrus Greening and Asian Citrus Psyllid. This agreement is also inclusive of the following:

A. Quarantine Enforcement Activities for the following regulated entities:

1. Citrus Growers

Includes commercial growers of ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain terms of compliance agreement and exhibits, and regulatory requirements.
- ii. Inputting compliance agreement forms into a spreadsheet and sending it to Keith Okasaki located at 1220 N Street, Room 325, Sacramento, CA 95814 or CDFA.PHPPS_PEB_ACP_Compliance@cdfa.ca.gov.

b. Records and Regulatory Inspections/Hold Notices/Notices of Violation

- i. Regulatory inspections and records review.
- ii. Issuing Hold Notices and Notices of Violation for non-compliance.

2. Citrus Transporters

Includes transporters of commercial ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain terms of compliance agreement and exhibits, and regulatory requirements.
- ii. Inputting compliance agreement forms into a spreadsheet and sending it to Keith Okasaki located at 1220 N Street, Room 325, Sacramento, CA 95814 or CDFA.PHPPS_PEB_ACP_Compliance@cdfa.ca.gov.

b. Records and Regulatory Inspections/Hold Notices/Notices of Rejection/Notices of Violation

- i. Regulatory inspections and records review to ensure compliance with safeguarding measures.
- ii. Issuing Hold Notices, Notices of Rejection, and Notices of Violation for non-compliant shipments.

3. Citrus Packers/Juice Plants/Other Processors

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain terms of compliance agreement and exhibits, and regulatory requirements
- ii. Inputting compliance agreement forms into a spreadsheet and sending it to Keith Okasaki located at 1220 N Street, Room 325, Sacramento, CA 95814 or by emailing the ACP Compliance email at CDFA.PHPPS_PEB_ACP_Compliance@cdfa.ca.gov.

b. Records & Regulatory inspections/Hold Notices/Notices of Rejection/Notices of Violation

- i. Regulatory inspections and records review to ensure compliance with safeguarding measures
- ii. Issuing Hold Notices, Notices of Rejection, and Notices of Violation for non-compliant shipments.

4. Regulatory Trace-Back and Trace-Forward Activities

Regulatory trace-back and trace-forward activities when required due to an ACP detection at the grower packer/juice plant/other processor. These activities may occur at growers, transporter headquarters, or packers/processors.

5. Program Environmental Impact Report

Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's Program Environmental Impact Report (PEIR).

B. Other Activities:

1. Conference Calls

Personnel hours associated with attendance at and participation in conference calls regarding ACP quarantine response and regulatory enforcement.

2. Meetings

Personnel hours associated with attendance at and participation in meetings associated with ACP quarantine response and regulatory enforcement.

3. Administrative Support

Personnel hours associated with administrative activities such as data entry or invoicing for ACP quarantine response and regulatory enforcement.

4. Reporting

Personnel hours associated with entering Compliance Agreement information into spreadsheets and completing the "Monthly Activity Report" template and any other data entry required. Use of ACP Program forms for reporting and inspections is required. The forms can be found on CDFA's Plant Division Extranet site, <http://phpps.cdfa.ca.gov/user/frmLogon2.asp>. Forms created by the County will not be accepted.

II. Non-Personnel

A. Dump and Disposal: Only dump and disposal fees related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. An example of dump fees includes the landfill cost for disposal with special handling (deep burial with immediate cover). An example of disposal fees includes bags for safeguarding confiscated material enroute to the dump for disposal.

B. Supplies: In accordance with 2 CFR 200.94 (<http://www.ecfr.gov/>), supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts,

paper, stationery, general office goods, ink and toner cartridges and organization tools.

- C. Equipment:** In accordance with 2 CFR 200.33 (<http://www.ecfr.gov>), equipment is considered articles having a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval from CDFA for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment and motor vehicles.

All records substantiating that the supplies and equipment are used for the ACP Program must be maintained by the County.

- D. Vehicle Mileage:** The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the Work Plan (budget). If the federal mileage reimbursement rate (<http://www.irs.gov>) fluctuates during the Agreement period, counties must submit invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs: Counties must maintain a single vehicle log per vehicle, and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be submitted as requested.

III. Reporting/Invoicing: Personnel hours associated with the compilation, submittal and maintenance of the following:

- A. Monthly Activity Report:** The County must submit a "Monthly Activity Report" utilizing the "Monthly Activity Report" template posted on CDFA's Plant Division Extranet site, <http://phpps.cdfa.ca.gov/user/frmLogon2.asp> to report all authorized ACP quarantine response and regulatory enforcement activities. Monthly activity reports must be submitted with the monthly invoice to Keith Okasaki (keith.okasaki@cdfa.ca.gov) and Kelly Thornburg (Kelly.thornburg@cdfa.ca.gov) **no later than 30 days** after the end of the coinciding reporting period. Questions about reporting can be directed to Keith Okasaki, Dayna Napolillo (dayna.napolillo@cdfa.ca.gov), or by calling (916) 654-0312.

- B. Invoicing/Reimbursement:** The County must submit a monthly itemized invoice using the provided template (Appendix A), on county letterhead and submit to CDFA **no later than 30 days** after the end of the coinciding reporting period.

- 1. Allowable Costs:** All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting ACP quarantine response and regulatory enforcement activities.
- 2. Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until submission of the "Monthly Activity Report" for the invoicing period has been submitted by the County and verified by CDFA. Personnel hours on the Monthly Activity Report must match the hours on the invoice.

3. **Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted ACP quarantine response and regulatory enforcement activities.
4. **Personnel on Invoice Must Match Work Plan (Budget):** Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).
5. **Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA, but must be retained by the County and shall be made available upon request for audit purposes.
6. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with the Office of Management and Budget (OMB) requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the scope of work (work plan).

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan). On a related note, mileage rates used on invoices must be the same as contained in the work plan. CDFA will send an email that will notify counties of new rates (current rate \$0.535) if the federal mileage rate changes during the term of the agreement.

Reimbursement for the amount of salaries and/or benefits for employees under this agreement cannot exceed the gross daily rate of a GS-15, Step 10, base salary for US Government employees in effect during the period in which the expense was incurred as defined in the General Pay Scale program notice posted on the Internet at <http://www.fas.usda.gov/programs/resources/general-pay-scale>.

All other expenses (travel, supplies, communications, etc.) for which the county will seek reimbursement under the cooperative agreement must be directly related to the cost of administering and conducting the program and documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work (work plan).

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Government:

- 2 CFR 200 (<http://www.ecfr.gov>), Uniform administrative requirements, cost principles, and audit requirement for federal awards.
- 2 CFR 225, Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.

- 7. Submission of Monthly Invoice:** Invoices with the Monthly Activity Report must be emailed to Keith Okasaki (keith.okasaki@cdfa.ca.gov) and Kelly Thornburg (kelly.thornburg@cdfa.ca.gov).

Contact Kelly Thornburg with any questions regarding invoicing or reimbursement by email or by calling (916) 654-0312.

**ACP Cooperative Program
Monthly Activity Report
Template**

County: _____ Month: _____

# of Citrus Grower Facilities Visited				# of Citrus Grower Visits				# of Citrus Grower Hours			
C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV

# of Citrus Transporter Facilities Visited				# of Citrus Transporter Visits				# of Citrus Transporter Hours			
C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV

# of Citrus Packer/Processors Facilities Visited				# of Citrus Packer/Juice Plant/Processor Visits				# of Citrus Packer/Juice Plant/Processor Hours			
C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV

Trace Activities	Trace Activity Hours
Trace-Forward	Trace-Forward
Trace-Back	Trace-Back

Mileage	
---------	--

Other Hours		
Conf. Calls	Admin Support	Reporting

Total Hours:	0.00
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Appendix A - Invoice Template

(County Letterhead)

California Department of Food and Agriculture
 Attn: Kelly Thornburg
kelly.thornburg@cdfa.ca.gov

Asian Citrus Psyllid Citrus Commodities Program
 Agreement #
 October 1, 2017 - June 30, 2018
 Invoice for Period from [Month, Date, Year]

Personnel Services

Name/Classification	Hours	Hourly Rate	Total Salaries
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Total Hours:	<u>0.00</u>	Total Salaries:	<u>0.00</u>
Total Personnel Services:			<u>0.00</u>
Indirect (up to 25% of Personnel Services):			<u>0.00</u>
Total Personnel Costs:			<u>0.00</u>

Miscellaneous Expenses

Dump and Disposal	0.00
Supplies	0.00
Equipment	0.00
Total Operating Expenses:	<u>0.00</u>

Vehicle Usage

Miles	Rate	
0.00	0.000	0.00
Total Mileage Cost:		<u>0.00</u>

Total Miscellaneous Expenses

<u>0.00</u>
Grand Total: <u>0.00</u>

Agreement Amount
 Billed to Date
 Balance

0.00
0.00
0.00

Personnel Cost Work Sheet
Asian Citrus Psyllid Citrus Commodities
FY 2017/2018
October 1, 2017 through June 30, 2018

Kings County

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural & Standards Inspector	\$32.86	\$46.00	\$78.86	186	\$14,667.96
Deputy Ag Comm/Sealer	\$42.16	\$59.02	\$101.18	40	\$4,047.20
Executive Secretary	\$23.66	\$33.12	\$56.78	40	\$2,271.20
			Total:	266	\$20,986.36

Regulatory Work Plan Summary
 Asian Citrus Psyllid Citrus Commodities
 FY 2017/2018
 October 1, 2017 through June 30, 2018

Kings County
 Agreement Manager: Jimmy Hook



CALIFORNIA DEPARTMENT OF
 FOOD & AGRICULTURE

Expenses	Description	Total
Personnel Costs for Regulatory Activities	Compliance Agreement Issuance, Regulatory Inspections, Trace-Back/Trace-Forward Activities, Data Entry and Attend Meetings.	266 \$20,986.36
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	25% \$5,246.59
Miscellaneous Costs	All supply/equipment costs exceeding \$5,000.00 must be accompanied by an itemized list of items to be purchased.	N \$0.00
Vehicles	Mileage rate must be \$0.535, or current federal rate (http://www.irs.gov).	Estimated Miles: 1000 Rate Per Mile: 0.535 \$535.00
	TOTAL COST: \$26,767.95	



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Agriculture Department – Jimmy Hook/Rusty Lantsberger

SUBJECT: PESTICIDE USE DATA ENTRY MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION AND THE KINGS COUNTY AGRICULTURAL COMMISSIONER FOR FISCAL YEAR 2017/2018

SUMMARY:

Overview:

This is to enter an agreement by Memorandum of Understanding (MOU) between California Agricultural Commissioners and Sealers Association (CACASA) and Kings County Agricultural Commissioner for Pesticide Use Report Data Entry Program.

Recommendation:

Authorize the Chairman to sign the Memorandum of Understanding with California Agricultural Commissioners and Sealers Association for Fiscal year 2017/2018.

Fiscal Impact:

Revenue of \$22,614 for this program is included in the Proposed FY 2017/2018 Budget, in budget unit 260000 in revenue account 81512000.

BACKGROUND:

The California Department of Pesticide Regulation (CDPR) has previously contracted annually with the County Agricultural Commissioner for funding of work performed in the Pesticide Use Data Entry Program. CDPR has arranged with CACASA to enter an agreement by MOU with the Kings County Agricultural Commissioner for funding of work performed in the Pesticide Use Report Data Entry Program.

The MOU has been reviewed by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

California Agricultural Commissioners and Sealers Association



January 19, 2018

Agricultural Commissioner/Sealer of Weights and Measures

CACASA-COUNTY PESTICIDE USE REPORTING MOU FOR SECOND HALF OF FY 2017/18

Dear Commissioner,

As CACASA's Treasurer, I am pleased to provide you with a Memorandum of Understanding for Pesticide Use Reporting for the second half of fiscal year 2017/18. Provisions for the MOU are consistent with prior years.

The term of the MOU is limited to six months – January 1, 2018 to June 30, 2018 due to the funding flow from the Department of Pesticide Regulations (DPR) and CACASA through our CalAgPermits contract.

We also anticipate working with DPR and CACASA's IMC Committee to review the progress made in online PUR reporting and potentially a recalculation of the amount of financial support provided to the counties for FY 2018/19 and years beyond.

Attached is a copy of the updated CACASA-County Pesticide Use Reporting MOU. Please sign and return the MOU to me at Treasurer@cacasa.org and to Executive Director Sandy Elles at selles@cacasa.org. If you have any questions you may email me at Treasurer@cacasa.org.

Sincerely,

Stevie McNeill
Treasurer

Attachment: Updated CACASA-County MOU for Pesticide Use Reporting for the second half of FY 2017/18

Marty Settevendemie, President
San Luis Obispo County
Agricultural Commissioner /
Sealer of Weights & Measures

Ruben Arroyo, President-elect
Riverside County
Agricultural Commissioner /
Sealer of Weights & Measures

Josh Huntsinger, Vice President
(Agriculture)
Placer County
Agricultural Commissioner /
Sealer of Weights & Measures

Paul Kjos, Vice President
(Weights & Measures)
Shasta County
Agricultural Commissioner /
Sealer of Weights & Measures

Tim Pelican, Secretary
San Joaquin County
Agricultural Commissioner /
Sealer of Weights & Measures

Stephanie McNeill, Treasurer
Madera County
Agricultural Commissioner /
Sealer of Weights & Measures

Cathy Fisher, Past President
Santa Barbara County
Agricultural Commissioner /
Sealer of Weights & Measures

Sandy Elles, Executive Director
P.O. Box 2205
Hanford, CA 93232
(707) 235-6135
selles@cacasa.org



MEMORANDUM OF UNDERSTANDING

Between

California Agricultural Commissioners and Sealers Association

And

Agricultural Commissioner, KINGS County

This Memorandum of Understanding made as of January 1, 2018, and extends through June 30, 2018, by and between the California Agricultural Commissioners and Sealers Association, herein after called "CACASA" and the Agricultural Commissioner, **KINGS** County, herein after called the "Commissioner."

Background: In 1990, the State mandated that all agricultural pesticide usage be reported through county agricultural commissioners to the California Department of Pesticide Regulation (CDPR). The use of pesticides by pest control businesses and the agricultural use of restricted pesticides were already required to be reported in the same manner.

The CDPR subsequently contracted with county agricultural commissioners to input the data from these reports into a database and to submit the data to CDPR monthly.

In 2011, through the joint efforts of CDPR and CACASA, a new computer program was installed in the offices of all county agricultural commissioners which improved the permit process for restricted pesticides, issuance of operator identification numbers and the submission of pesticide use reports. This new program provided the capability of centralized data submission and allows on-line entry of the data by those required to submit pesticide use reports.

The CDPR no longer offers individual data submission contracts to counties and has contracted with CACASA to provide the data storage, software and data communication infrastructure for the reporting of pesticide use data. CACASA has simplified the overall process of the data submission contracts and is providing the online program support to maintain the enhanced reporting capabilities.

In order to ease the transition from county personnel inputting the data to the user of the pesticide inputting the data, CACASA is providing funding to counties during the transition period, in return for county agricultural commissioners' efforts to provide on-going data input and training to submitters of data to use the new online submission program.

The funding amount for January 1, 2018 through June 30, 2018 is based on one half of your previous FY 2016-17 MOU with the difference being that this MOU is for a term of six months only. There is a



continuing expectation that a significant amount of pesticide use report data will be submitted by the users of pesticides rather than county staff.

Responsibilities: That the parties, for and in consideration of the mutual covenants, conditions and agreements herein contained, agree as follows:

The Commissioner shall:

1. Continue to enforce the requirements of Title 3, sections 6624 through 6628 of the California Code of Regulations and Food and Agricultural Code section 12979 pertaining to the submission of pesticide use reports.
2. Provide personnel to input information from these reports into the CalAgPermits database and/or ensure the information is input through the CalAgPermits program by the report submitter.
3. Provide training and outreach to growers and pesticide applicators on the CalAgPermits system on options for electronic reporting. Outreach can include but is not limited to convening demonstration workshops, training sessions, and distributing fact sheets and brochures to encourage acceptance and use of the electronic reporting software.
4. Provide correction of pesticide use report data flagged as having errors by the CalAgPermits program or returned by the CDPR. Reports corrected after being returned by the CDPR will be resubmitted to the CDPR. It is understood that not all use reports with errors can be corrected due to product label language conflicts with the label database and other factors.
5. Submit pesticide use report data of use within the county stored on the CalAgPermits database to CDPR on a regular basis using the CalAgPermits program. Reports may be submitted continuously and should be submitted no less frequently than monthly.
6. Each file of data submitted may include data for more than one calendar year.
7. Assist in reconciling the number of validated/correct pesticide use reports received through the CalAgPermits program by CACASA with the number of validated/correct pesticide use reports received by the CDPR.

CACASA shall:

1. Provide online access that allows pesticide use data to be submitted electronically through the CalAgPermits program.
2. Provide functionality to compare pesticide use data submitted against the grower's current permit and flag data having errors.
3. Maintain the CalAgPermits program and provide necessary enhancements deemed necessary by mutual agreement of the Commissioner, CACASA and CDPR.
4. Provide training and outreach materials for use by the Commissioner.
5. Allow the Commissioner unrestricted access to the pesticide use data from their county.



6. Upon completion of the reconciliation specified in Commissioner Responsibility Item 7, certify that Full Use Reporting required by Food and Agricultural Code section 12979 has been achieved.

Payment Provisions

Commissioner shall submit quarterly a letter to CACASA affirming their continued efforts to submit data and encourage data submission through the new online submission program. Such letter shall state the number of any outreach or training sessions provided during the quarter in addition to the amount of the requested remittance. These letters may be submitted two weeks prior to the end of each quarter, but in no case more than thirty days after the end of the quarter.

Letters shall be mailed or emailed to the Executive Director of CACASA and to the Treasurer of CACASA. The mailing address is:

CACASA
PO Box 2205
Hanford, CA 93232

Email addresses are:

Executive Director selles@cacasa.org
Treasurer treasurer@cacasa.org

Upon receipt of said letter, CACASA shall remit to the Commissioner, 50% of the total funds stated below:

January 1, 2018 – June 30, 2018 \$22,614.00

Termination: Either party reserves the right to terminate this memorandum without cause upon thirty (30) days written notice to the other party, or immediately in the event of a material breach. In event of termination, Commissioner shall be paid for the portion of the services provided during the quarter in which termination is effected.

Indemnification: Commissioner and CACASA agree to and shall comply with the following indemnification and hold harmless provisions:

CACASA shall defend, indemnify, and hold Commissioner, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), and claims for injury or damages arising out of the performance of this Memorandum by CACASA but only to



the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of CACASA, its officers, employees, agents, or volunteers.

Commissioner shall defend, indemnify, and hold CACASA, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), and claims for injury or damages arising out of the performance of this Memorandum by Commissioner but only to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Commissioner, its officers, employees, agents, or volunteers.

Information Use and Access: Notwithstanding any limitations caused by short-term program operational conditions, neither party shall limit the access to or the use thereof of data pertinent to an individual county.

California Agricultural Commissioners and Sealers Association

_____ Date: January 20, 2018
Stevie McNeill
Treasurer

County of KINGS
_____ Date: _____

Title: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

Behavioral Health is seeking authorization for Jenny Chalifoux, Quality Assurance Manager, to attend the Managed Care Compliance Conference in Scottsdale, Arizona from February 11-14, 2018.

Recommendation:

Authorize out of state travel for Jenny Chalifoux, Quality Assurance Manager, to attend the Managed Care Compliance Conference in Scottsdale, Arizona from February 11-14, 2018.

Fiscal Impact:

The full cost of this conference is estimated not to exceed \$3,500, and is included in the Adopted FY 2017/2018 Budget. This amount will be paid from Behavioral Health Budget Unit 422500, travel and expense account 82229010.

BACKGROUND:

The Managed Care Conference will provide insight and tools needed for moving the Managed Care Program elements from Kings View Corporation to Kings County Behavioral Health while acknowledging industry standards and regulatory guidance. Additionally, this conference will meet the minimum prerequisites to sit for the Certified in Healthcare Compliance (CHC) exam. Jenny Chalifoux will sit for the certification at the conclusion of the conference bringing Behavioral Health into compliance with Health Insurance Portability and Accountability Act and Department of Health Care Services standards related to organizational integrity and compliance.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

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 January 30, 2018

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The Kings County Sheriff's Office is requesting approval for the out of state travel of Investigator Elizabeth Cisneros to attend the Drug Enforcement Agency (DEA) Academy in Quantico, Virginia for the Task Force Officer School from March 4-10, 2018.

Recommendation:

Authorize the out of state travel of Investigator Elizabeth Cisneros to attend the Drug Enforcement Agency (DEA) Academy in Quantico, Virginia for the Task Force Officer School from March 4-10, 2018.

Fiscal Impact:

There will be no fiscal impact to the General Fund. All training costs are covered by the DEA. Associated payroll costs are included in Budget 222000.

BACKGROUND:

The Task Force Officer School is a school offered to DEA Special Agents, Task Force Officers, Intelligence Research Specialists, and Diversion Investigators. The program is recommended for federal, state, and local deputized Task Force Officers and is designed to provide basic instruction of DEA administrative and operational policies and procedures. The DEA requires state and local officers newly assigned to task forces and officers currently assigned with less than one year task force experience to receive training conducted by the DEA field division or the DEA Office of Training.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

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 January 30, 2018

SUBMITTED BY: Human Services Agency – Sanja Bugay/Hal Hunter

SUBJECT: AGREEMENTS BETWEEN KINGS/ TULARE AREA AGENCY ON AGING
AND KINGS COUNTY COMMISSION ON AGING FOR FISCAL YEAR
2017/2018 FOR SENIOR SERVICES

SUMMARY:

Overview:

The Human Services Agency is requesting approval to renew agreements with Kings/Tulare Area Agency on Aging (K/T AAA) and the Kings County Commission on Aging (KCCOA) to provide senior services in Kings County.

Recommendation:

1. Authorize the Chairman to sign the renewal agreement between the County and the Kings/Tulare Agency on Aging for Fiscal Year 17/18 Senior Services; and
2. Authorize the Chairman to sign the renewal agreement between the County and the Kings County Commission on Aging for Fiscal Year 17/18 Senior Services.

Fiscal Impact:

There is no increase in County General Fund for these agreements. The required match of \$100,492 is contained in the Agency's FY 17/18 Adopted Budget.

BACKGROUND:

The last agreements were approved by your Board on October 18, 2016 (Board Agreement Nos. #16-118 and 16-119). The K/T AAA Governing Board approved separate contracts for Kings and Tulare Counties beginning in FY 09/10. This has allowed each County greater local control over the senior services in each County. These renewal agreements continue this arrangement for FY 17/18. The renewal agreements have been reviewed and approved by County Counsel. Agreements are on file with the Clerk of the Board

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



FY 2017-2018

AGREEMENT NO: K/T AAA 17/18-06

CONTRACTOR: Kings County

AGREEMENT

THIS AGREEMENT is entered into on _____, between the **KINGS/TULARE AREA AGENCY ON AGING**, hereinafter referred to as “K/T AAA” and **Kings County**, hereinafter referred to as “CONTRACTOR,” with reference to the following Agreement.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective as of July 1, 2017, and shall terminate on June 30, 2018. No obligations may be incurred after June 30, 2018.

2. DEFINITIONS AND SCOPE OF WORK: Definitions and the Scope of Work for Senior Services Programs are incorporated in **Exhibit A**, entitled General Scope of Work, which exhibit is made a part of this Agreement by reference.

3. BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT: Information on funding, matching funds, invoicing, program income, budgets, and budget revisions are incorporated in **Exhibit B**, entitled Budget Detail, Payment Provisions, and Closeout, which exhibit is made part of this agreement by reference.

4. SPECIAL TERMS AND CONDITIONS: Information on general assurance, property, audits, confidentiality, nondiscrimination, records, insurance, and monitoring are incorporated in **Exhibit C**, entitled Special Terms and Conditions, which exhibit is made a part of this Agreement by reference.

5. ASSURANCES: As the Contractor is receiving funding from Title III, Title VII, and/or the State-Funded Consolidated Block Grant, **Exhibit D**, entitled Additional Provisions, is made part of this Agreement by reference.

6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) exhibit, attached as **Exhibit E**, entitled HIPAA Requirements, which exhibit is made a part of this Agreement by reference.

7. CONTRACT AWARD AND UNITS OF SERVICE: Contractor shall be paid an amount not to exceed **FIVE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED SEVENTY SIX dollars** (\$527,676) for service categories and contracted service units that shall include, without limitation, those services as per **Exhibit F**, entitled Contracted Award and Units of Service, which exhibit is made part of this Agreement by reference.

8. PROGRAM SCOPE OF SERVICES: Contractor shall deliver program services that shall include, without limitation, those services and service delivery methods as per **Exhibit G**, entitled Program Scope of Services, which exhibit is made part of this Agreement by reference.

9. REPORTING REQUIREMENTS: The Contractor shall provide planning documents, reports, and/or data as detailed in Agreement Exhibits. The schedule for submission of these documents to K/T AAA is set forth in **Exhibit D**, entitled Additional Provisions, is made part of this Agreement by reference.

10. COMPLIANCE WITH LAW: Contractor shall provide services in accordance with all applicable Federal, State, and local laws, regulations, and directives, including, but not limited to, laws regarding conflicts of interest or prohibited activities, such as Government Code sections 1090 et seq., Government Code sections 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission, and Government Code sections 16645 et seq. (influencing union organization activities). With respect to Contractor's employees, Contractor shall comply with all laws and regulations pertaining to wages and hours, State and Federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. If Contractor is an individual or sole proprietorship, this Agreement is subject to the Independent Contractor reporting requirements of Unemployment Insurance Code section 1088.8. In such case, Contractor shall accurately fill out and complete the California Unemployment Development Department's form DE-542 ("Report of Independent Contractor [s]") and submit it to K/T AAA at the time this Agreement is executed by Contractor. Failure to provide form DE-542 with complete information by the time specified may, at K/T AAA's option, prevent approval of this Agreement by K/T AAA, or may be grounds for its termination by K/T AAA, and K/T AAA reserves the right to offset the amount of any fines or penalties imposed on K/T AAA against any sum due or to become due.

11. INSURANCE: CONTRACTOR shall provide and keep in force during the term of this Agreement, at no expense to K/T AAA, insurance coverage as detailed in **Exhibit C**, entitled Special Terms and Conditions, which exhibit is made a part of this Agreement by reference.

12. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is entered into by both parties with the understanding that Contractor will perform all services required under this Agreement as an Independent Contractor. Nothing in this Agreement shall be construed to constitute Contractor or any of its agents, employees, or officers as an agent, employee, or officer of K/T AAA, and Contractor shall advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of K/T AAA. Subject to any performance criteria contained in this Agreement, Contractor shall be solely responsible for determining the means and methods of performing the specified services, and K/T AAA shall have no right to control or exercise any supervision over Contractor as to how the services will be performed. As Contractor is not K/T AAA's employee, Contractor is responsible for paying all required State and Federal taxes. In particular, K/T AAA will not:

1. Withhold FICA (Social Security) from Contractor's payments.
2. Make State or Federal unemployment insurance contributions on Contractor's behalf.
3. Withhold State or Federal income tax from payments to Contractor.
4. Make disability insurance contributions on behalf of Contractor.
5. Obtain unemployment compensation insurance on behalf of Contractor.

B. Notwithstanding this Independent Contractor relationship, K/T AAA shall have the right to monitor and evaluate the performance of Contractor to assure compliance with this Agreement.

13. INDEMNIFICATION: The CONTRACTOR agrees to indemnify, defend, and save harmless K/T AAA and County of Tulare, and their officers, agents, and employees from any and all claims and losses, including any costs or expenses incurred by K/T AAA and County of Tulare, accruing or resulting to any contractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this contract were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the CONTRACTOR in the performance of this contract, except where such indemnification is prohibited by law.

14. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between Contractor and K/T AAA, and no prior or oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties. Should there be any conflict between the terms of this agreement and any of the exhibits, the terms of this agreement shall control.

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

16. NOTICES:

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

K/T AAA:

KINGS/TULARE AREA AGENCY ON AGING
5957 S. Mooney Boulevard
Visalia, California 93277

Fax No.: (559) 737-4694 Phone No.: (559) 624-8075

CONTRACTOR:

KINGS COUNTY
1400 W. Lacey Blvd Ste. 8
Hanford, Ca. 93230

Fax No.: (559)584-2749 Phone No.: (559)582-3211

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

17. CONSTRUCTION: This Agreement reflects the contributions of both parties and, accordingly, the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

18. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

19. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. CONTRACTOR waives the removal provisions of California Code of Civil Procedure section 394.

20. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

21. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

23. FURTHER ASSURANCES: In addition to those assurances as set forth in **Exhibit D**, each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this Agreement.

24. ASSURANCES OF NON-DISCRIMINATION: Contractor shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by State or Federal law or regulation.

25. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided for in this Agreement, K/T AAA is relying on the personal skill, expertise, training, and experience of Contractor and Contractor's employees, and no part of this Agreement may be assigned or subcontracted by Contractor without the prior written consent of K/T AAA. Furthermore, the Contractor shall monitor, evaluate, and document the performance of any and all sub-contractors.

26. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or

some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

27. SOFTWARE WARRANTY: Contractor warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software shall not cause incorrect scheduling or reporting or other improper operations or results.

28. LICENSING AND CERTIFICATION: Contractor represents that it maintains necessary licensing and certification to provide the services under contract and agrees to notify K/T AAA immediately should that status cease or should any action be initiated that may affect that status.

29. EQUIPMENT:

A. All equipment and/or non-expendable personal property (herein collectively referred to as “equipment”) purchased out of revenues provided under this Agreement shall be the property of the K/T AAA, and shall be managed in accordance with requirements defined in **Exhibit C**, entitled Special Terms and Conditions, which exhibit is made a part of this Agreement by reference. If the cost of such equipment exceeds in whole or in part **FIVE HUNDRED DOLLARS (\$500.00)**, Contractor shall request written pre-approval by the K/T AAA before acquisition. K/T AAA may approve or deny each such request. None of the equipment described in this paragraph, or any equipment owned by K/T AAA in possession of Contractor, may be sold, leased, rented, exchanged, licensed, loaned, or encumbered in any way without prior written permission from K/T AAA. The K/T AAA retains the right of final approval on all equipment transfers.

B. Contractor shall maintain all equipment in good operating condition and shall be responsible for all costs of maintenance and/or repair necessary to maintain said equipment in good operating condition for the normal life of the equipment. Contractor shall further arrange for adequate security measures to protect said equipment from loss or damage due to theft or vandalism, and for self-insurance, which shall name K/T AAA as additional insured and which shall be of sufficient coverage to provide for the replacement value of any said equipment due to damage or loss because of fire, vandalism, theft, or negligence.

30. CONFLICT OF INTEREST:

A. Contractor agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interests, including, but not limited to, Government Code section 1090, et seq., and the Political Reform Act, Government Code section 18000 et seq and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including Contractor for this purpose, from the making of any decision on behalf of

K/T AAA in which such officer, employee, consultant, or Contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, consultant, or Contractor participates in or influences any K/T AAA decision that has the potential to confer any pecuniary benefit on Contractor or any business firm in which Contractor has an interest, with certain narrow exceptions.

B. Contractor agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interest law, it will immediately inform the K/T AAA designated representative and provide all information needed for resolution of this question.

31. NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS: By signing this Agreement, Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; section 504 of the Rehabilitation Act of 1963 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977 as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code section 51 et seq., as amended; California Government Code sections 11135-11139.5, as amended; California Government Code section 12940 (c), (h)(1), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations sections 98000-98413; Title 24 of the California Code of Regulations, section 3105A(e)1 the Dymally-Altore Bilingual Services Act (California Government Code sections 7290-7299.8); section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and the Contractor hereby gives assurance that administrative methods/procedures that have the effect of subjecting individuals to discrimination will be prohibited.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized County, State, and Federal government personnel, during normal working hours, to review such books and accounts as needed to ascertain compliance. If there are any violations of this assurance, the State shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider of services, as long as it receives Federal or State assistance.

32. AVAILABILITY OF FUNDS: Independent of any other right to terminate set forth in this Agreement, because this Agreement is entered into with the anticipation of certain funds

being available, either locally or from the State or Federal governments, if such funding, for any reason, is no longer available, or in the event that K/T AAA determines that it does not have adequate funding, this Agreement shall terminate by K/T AAA giving written notice of immediate termination or otherwise specifying the effective date of termination.

33. GRIEVANCE POLICY: Contractor agrees to document, investigate, and resolve any and all client or potential client complaints relating to K/T AAA services. The Contractor will ensure compliance with the K/T AAA Client Complaint and Grievance Procedure, and ensure that any client complaints are referred to the K/T AAA in accordance with the procedure.

34. TRANSITION PLAN: In the event of termination per **Exhibit C** (Special Terms and Conditions, Article XII), the Contractor will develop a Transition Plan as required in **Exhibit D** (Additional Provisions, Article IV).

35. CULTURAL COMPETENCE AND DIVERSITY: Contractor shall comply with the Cultural Competence exhibit, as set forth in Exhibit H attached.

36. STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS: Contractor shall comply with the State of California's General Terms and Conditions standard contract language, available for reference at:

<http://www.documents.dgs.ca.gov/pd/traffic/wsca/participatingaddendum/UPSGTC610.pdf>

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EXHIBIT A: GENERAL SCOPE OF WORK

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Child** means an individual who is not more than 18 years of age or who is an individual with a disability. [OAA §372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population** for Title III B and D means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA, §305(a)(2)(E)][22 CCR §§7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA §305(a)(2)(E)][22 CCR §§ 7125, 7127, 7130, 7135 and 7638.7]

Individuals eligible to receive a meal at a congregate nutrition site are:

1. Any older individual.
2. The spouse of any older individual.
3. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
4. A disabled individual who resides at home with and accompanies an older individual who participates in the program

Individuals eligible to receive a home-delivered meal are individuals who are:

- a. An older individuals who is frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services [45 CFR 1321.69(a)].
 - b. A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
5. **Eligible Service Population for Title III E** means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction. [OAA §302(3)]
6. **Older relative caregiver** means a caregiver who is –
1. Is age 55 or older; and
 2. Lives with, is the informal provider or in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 3. In the case of a caregiver for a child –
 - a. Is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - c. Has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally.
 4. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption of the individual with a disability. [OAA 372(a)(2)]
7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with a disability.** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA 372(a)(2)]

9. **In-Kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by the AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
13. **One-Time-Only Funds** means:
 - a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to California Department of Aging (CDA) in the Area Plan Financial Closeout Report [22 CCR 7314(a)(6)]
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the CDA [22 CCR 7314(a)(7)]
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process [22 CCR 7314(a)(8)]
14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services, including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
15. **Priority Services for Title III E** means services provided:
 - A. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - B. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA 373(c)(2)(A-B)]

- C. Family Caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction [OAA 372(b)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities. Program income is:
- a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from sale of items fabricated under a contract agreement.
18. **Program Requirements** means Title III program requirements found in the Older Americans Act OAA 42 USC §§3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7000 et seq.); and California Department of Aging (CDA) Program Memoranda.
19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Program Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA §321(a)]
20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010. To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria:
- a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA §315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4)][Title 22 CCR 7638.9]

- d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)]
- 21. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals, including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.
- 22. **Title III D (Disease Prevention and Health Promotion Services)** means program activities that have been demonstrated through rigorous evaluation to be evidence-based and effective. Programs may include a variety of activities to maintain or improve the physical, mental, and nutrition health of older persons.
- 23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
 - a. Information Services
 - b. Access Assistance
 - c. Support Services
 - d. Respite Care
 - e. Supplemental Services

B. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)

- 1. **Eligible Service Population** means individuals who are residents of long-term care facilities (ie., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socioeconomic status or area of residence. [OAA 102(35), 231(a)(10); Welf. & Inst Code 9701(b),(e)]
- 2. **Local Ombudsman Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA 712(a)(5)(A); Welf. & Inst. Code 9701(d)]
- 3. **Local Ombudsman Program** means either a program of the Area Agency on Aging (AAA) or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area (PSA). The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§711(3), 712(a)(5)(D)][WIC §9701(a)]

4. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data monitors government actions, and provides recommendation pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code 9710, 9716, 9717]

 5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term care Ombudsman Program [OAA 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code 9712.5]

 6. **State Long-Term Care Ombudsman Program** means the CDA program through which the function and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA 712(A)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code 9700]

 7. **State Ombudsman** means the individual who serves as the full-time head of the Office of the Long-Term Care Ombudsman (OSLTCO). The State Ombudsman is appointed by the CDA director and reports directly to this Director. With the participation of the Area Agencies on Aging's (AAAs), the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAAs responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA §§712(a)(2)(3), 712(a)(5)(D)(ii), 712(e)][WIC §§9701(f), 9711]
- C. Definitions Specific to Title VII-A (Allotment for Vulnerable Elder Rights Protection Activities – Program for Prevention of Elder Abuse, Neglect, and Exploitation)
- Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA 721]

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA, §306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the K/T AAA. A service unit reduction of greater than 10 (10%) percent requires written approval from K/T AAA. A service unit reduction of greater than 20% (20%) is a major change that effects Area Plan goals and objectives and requires Area Plan Amendment. [22 CCR §7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the K/T AAA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent state and federal laws and regulations, including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under the OAA, §306(a)(2) and 22 CCR, §7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three years or until any audit is resolved, whichever is longer.
6. Meet the requirements under the OAA, §301(a)(1), to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, §301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, §301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, §301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, §721.
11. Enter into contracts with sub-contractors, which require them to provide services pursuant to Title 22 CCR Sections 7352 through 7364. The Contractor shall ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review [CFT 75.352]. Onsite program monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year. Onsite Fiscal monitoring will be conducted every two years for all programs including Title III C-1 and Title III C-2.
14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by K/T AAA that assures all sites are seen systematically.. The K/TAAA Registered Dietitian (RD) will physically inspect each food preparation site and non-food preparation congregate dining site on a quarterly basis. K/T AAA policies and procedures include the following:
 - a. Inspection of non-food preparation nutrition sites at least quarterly.

- b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspection of central kitchen sites annually on-site. [22 CCR 7634.3(d)]
- 15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
- 16. Provide support and technical assistance to sub-contractor(s) and respond in writing to all written requests for direction, guidance, and interpretation of instructions, to include client and performance data.
- 17. Distribute and maintain up-to-date CDA and K/T AAA requirements so that all responsible persons have ready access to standards, policies, and procedures.
- 18. Provide program information and assistance to the public.
- 19. The K/T AAA maintains a four-year Area Plan, with annual updates, as specified in Title 22 CFR, Sections 7300 through 7320. The Contractor will provide all information when requested by the K/T AAA for inclusion in each annual Area Plan update.
- 20. Maintain a program data collection and reporting system consistent with K/T AAA requirements as specified in Exhibit D.
- 21. Contract Title III case management services only to a public or non-profit agency, as required by the 42 United States Code §3026(a)(8)(C).
- 22. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA, as specified in 42 USC §3026(a)(8)(C)(i)-(iii).
- 23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC §3026(a)(3)(B)
- 24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
- 25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

26. Provide a home-deliver meal to an eligible individual who is:
 - a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
 - b. A spouse of a person in 22 CCR 7638.7(c)(1), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 - c. An individual with a disability who reside at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
 - d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).

27. Report a meal only once either as a Title III meal or a Title VI meal.

28. Adhere to 48 CFR 3.908 implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections”, of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this agreement.

29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage”, “spouse”, “family”, “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 §3 of the Defense of Marriage Act]

- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the OSLTCO, will:
 1. Provide services to protect the health, safety, welfare, and rights of residents. [OAA §712(a)(5)(B)(i)][WIC §§9701(a), 9712.5(b)]

 2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA §712(a)(5)(B)(ii)][WIC §§9712.5(d)]

3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated, the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA §712(a)(5)(B)(iii)][WIC §§9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code 15610.47. [WIC §15630 et. seq.]
6. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit D of this contract. [OAA §712(c)][WIC §9716(a)]
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare and rights of residents. [OAA §712(a)(5)(B)(iv)][WIC §9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA §712(a)(5)(B)(v)][WIC §9712.5(g)(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA §712(a)(5) (B)(vi)][WIC §9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services: [OAA §712(a)(5)(B)(viii)]
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA §712(a)(3)(D)][WIC §9712.5(d)(1)]

- b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [WIC §9726.1(a)(1)]
- c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [WIC §9726.1(a)(2), (4)]
- d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [WIC §9726.1(a)(5)]
- e. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [WIC §9712.5(a)(2)]

12. Ensure that the Local Ombudsman Program in accordance with policies and procedures established by the State Ombudsman will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.

13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

14. Submit monthly fiscal documents to K/T AAA as determined by K/T AAA for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:
[OAA 721]

- 1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
- 2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
- 3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;

4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

EXHIBIT B: BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage – <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) – <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging – <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [CCR, 2 §599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. The K/T AAA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the K/T AAA, to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[2 CFR Part 200]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in [45 CFR §92.2 (governmental) or 45 CFR, §74.21] (non-profits) as well as those stipulated in [2 CFR 200.302]

Financial management:

- a. Financial Reporting
- b. Accounting Records
- c. Complete Disclosure
- d. Source Documentation
- e. Internal Control
- f. Budgetary Control
- g. Cash Management (written procedures)
- h. Allowable Costs (written procedures)

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the K/T AAA immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Availability of Funds

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the K/T AAA, and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature or Congress for the purposes of this program, the K/T AAA shall have the option to either:

- Terminate the Contract pursuant to Exhibit C, Article XII, A of this agreement, or
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

b. In the event that the K/T AAA elects to offer an amendment, it shall be mutually understood by both parties that (1) the K/T AAA reserves the right to determine which contracts, if any, under this program shall be reduced, and (2) some contracts may be reduced by a greater amount than others, and (3) that the K/T AAA shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to K/T AAA. Interest amounts up to \$500 per year may be retained by the Contractor and Subcontractors for administrative expense. [2 CFR 200.305(b)(9)] [45 CFR 75.305(b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(8)] [45 CFR 75.305(b)(8)]

a. The Contractor receives less than \$120,000 in federal awards per year.

b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances

- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

G. One-Time-Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the K/TAAA. All contracts shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR §7352 or through a non-competitive award pursuant to Title 22 CCR §7360
3. Title III and VII federal Program One-Time-Only (OTO) funds shall be used for the following purposes:

- a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the K/T AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by the K/T AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53(a)(b)]
 - d. OTO funds can be used to maintain or increase baseline services. However, K/TAAA shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance approval from the CDA.
4. Nutrition Services Incentive Program NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.

H. Matching Contributions

Matching Contributions means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in G.1 of this Article and shall not be entitled to payment for these expenses until this Agreement and budget have been approved and executed by K/T AAA. .
- B. The budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs
 5. Rent – specify square footage and rate.
 6. Supplies
 7. Equipment – detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs
 10. Other Costs – A detailed list of other operating expenses.
- C. The Contractor shall submit a budget, which shall be incorporated by reference into the Contract and will have at a minimum, the categories listed in section B above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1),(f)]
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
 3. Indirect costs exceeding 10 percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements.
 4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration”. “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.

“Administration” is defined as general administration and general expenses such as the director’s office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

5. Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to the Agreement.

ARTICLE III. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original budget in the format provided by the K/T AAA by the due date specified by the K/T AAA.
- B. The Contractor shall submit electronically a budget revision in the format provided by the K/T AAA by the due date specified by the K/T AAA with changes in funding levels, unless otherwise instructed by K/T AAA.

C. Line Item Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. Transfers must be approved in advance by the K/TAAA.
2. The Contractor shall submit a revised budget to the K/T AAA when one or the cumulative line item budget transfer exceeds ten percent (10%) of the total budget for each funding source.
3. The Contractor shall maintain a written record of all budget changes and clearly document line item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the K/TAAA upon request and shall be maintained in the same manner as all other financial records.

D. Allocation Transfers

1. Requests to transfer federal or state funds shall be submitted to the K/T AAA for approval with the original or revised budget.
 - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA §308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA §308(b)(4)(A).
 - b. Transfer of state funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.

2. Approved transfers and budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

E. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E is 25 percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, III C, & III D is 10.53 percent (10.53%).
3. The required minimum program matching contribution for Title III E is 25 percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and state funds.
5. Program matching contributions for Title III B, not including Ombudsman, III C, & III D can be pooled to meet the minimum requirement of 10.53 percent (10.53%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III, at least 25 percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA §373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to 20 percent (20%) of the total Title III E federal and matching non-federal share.

ARTICLE IV. PAYMENTS

- A. The Contractor shall prepare and submit by the 10th of each month to the K/T AAA, in electronic format, a monthly expenditure report and request for funds in the format provided by the K/T AAA.
- B. Funds shall be requested in the month following the month of reported services and expenditures.
- C. The K/T AAA shall review requests for payment to ensure consistency with the approved budget and service units reported.
- D. The K/T AAA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the K/T AAA determines that the financial management standards are met.
- E. Advance payments will not be made.

ARTICLE V. CLOSEOUT

- A. A Financial Closeout Report and Report of Property Purchased with Agreement Funds shall be submitted annually to the K/T AAA. All reports are due in the format provided by the K/T AAA within 15 calendar days after the end of the fiscal year, unless otherwise specified by the K/T AAA. If a contract is terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.
- B. Funds will be reduced proportionately to maintain the required matching ratios if Contractor fails to report sufficient match.

EXHIBIT C: SPECIAL TERMS AND CONDITIONS

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. The term “Agreement” or “Contract” shall mean the standard K/T AAA agreement, and all exhibits (if appropriate), amendments and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the legal entity that receives funds from the Area Agency on Aging under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means Office of Management and Budget.
8. “Cal. Pub. Con. Code” means California Public Contract Code.
9. “Cal. Civ Code” means California Civil Code.
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “HSC” means California Health and Safety Code.
12. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
13. ”Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in the Agreement.
14. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.

15. “Vendor” Means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement
16. “U.S.C.” means United States Code.
17. “HHS” means United States Department of Health and Human Services.
18. “OAA” means Older American Act
19. ‘K/T AAA’ means Kings/Tulare Area Agency on Aging.

B. Resolution of Language Conflicts

The Contractor shall comply with all applicable program memos and other guidance issued by the CDA. In the event of conflict between the program memos and/or other CDA guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.

In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:

1. Standard K/T AAA Agreement and any amendments thereto;
2. General Scope of Work, Exhibit A;
3. Special terms and Conditions, Exhibit C;
4. Budget Detail, Payment Provisions and Closeout, Exhibit B, and Additional Provisions, Exhibit D, and
5. Program Scope of Work, Exhibit G
6. Any other documents incorporated herein by reference.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedures, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d; 45 CF. Part 80), which prohibits recipients of Federal financial assistance from discriminating against persons of race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Government Code §§11135 et seq., and 2 CCR 98000 et seq. , which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR 98323, Chapter 182, Statutes. 2006]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

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

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the K/T AAA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the K/T AAA, and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make a commission in payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the K/T AAA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and Federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act [18 U.S.C. 874, 40 U.S.C. 3145] [29 CFR, Part 3].

- b. Davis-Bacon Act [40 U.S.C. 3141 et seq.] [29 CFR 5].
 - c. Contract Work Hours and Safety Standards Act [40 U.S.C. 327-333] [29 CFR, Part 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR, Part 60].
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property to the benefit of the owner except where permitted by law and by the CDA.
 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the K/T AAA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 U.S.C. 7401].
2. Federal Water Pollution Control Act, as amended [33 U.S.C. 1251, et seq.].
3. Environmental Protection Agency Regulations [40 CFR, Part 29 and Executive Order 11738].
4. State Contract Act [Cal. Pub. Con. Code 10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR 92.35]
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
2. Contractor shall report immediately to the K/T AAA in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractors.
 3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the K/T AAA.
 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the K/T AAA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the K/T AAA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders, must also identify the action taken.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the K/T AAA for training and meetings that the K/T AAA may find necessary from time to time.

M. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of the Agreement with the K/T AAA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

N. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connections with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. The Contractor, and its Subcontractor/Vendors, shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We all Get."

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, California 93277.

ARTICLE IV. COMMENCEMENT OF WORK

The Contractor shall not begin work in advance of receipt of the approved contract. If the contract is not approved and the Contractor has begun work, the Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. The K/T AAA has no legal obligation unless and until the contract is approved.

ARTICLE V. SUBCONTRACTS

- A. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting open and competitive process, and any protests resulting from the process. At a minimum, the procedures shall include the requirements set forth in 22 CCR 7352 . The only exception is contained in 22 CCR 7360(a). A Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)(c)(d).
- B. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.

- C. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this exhibit, for handling property in accordance with Article VII of this exhibit , and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of the exhibit. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the K/T AAA or the State.
- E. Copies of subcontracts, , Memoranda, and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of K/T AAA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this exhibit.
- G. The Contractor shall require language in all subcontractor to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.
- H. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the K/T AAA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the K/T AAA.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the K/T AAA for review and approval
 - 1. The Request For Proposal (RFP) or Invitation For Bid (IFB)
 - 2. All bid proposals received
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

[22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the K/T AAA for training and meetings that the K/T AAA may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D- Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable regulation.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records, which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the Financial Closeout Report to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the K/T AAA. All records pertaining to this Agreement must be made available for inspection and audit by the K/T AAA or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A of this Article, above. The Contractor shall ensure that any resource directories and all client records remain the property of the K/T AAA upon termination of this Agreement, and are returned to the K/T AAA or transferred to another Contractor as instructed by the K/T AAA.

- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the state under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- F. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- B. Property meeting all of the following criteria are subject to the reporting requirements:
 - 1. Has a normal useful life of at least 1 year.
 - 2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
 - 3. Is used to conduct business under this Agreement.
- C. Additions, improvements, and betterments to assets meeting all of the above conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- E. The Contractor shall keep track of property purchased with funds from this agreement, and submit to the K/T AAA, annually with the final closeout, in electronic form, a cumulative inventory of property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The contractor shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the K/T AAA.

The Contractor shall record the following information when property is acquired:

1. Date acquired
2. Item description (include model number)
3. CDA tag number or other tag identifying it as State of California property
4. Serial number (if applicable)
5. Purchase cost or other basis of valuation
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the K/T AAA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the K/T AAA. The Contractor shall e-mail to the K/T AAA the electronic version of the Request to Dispose of Property (CDA 248). The K/T AAA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from the K/T AAA, the item(s) shall be removed from the Contractor's inventory report.
2. Contractor must remove all confidential, sensitive, or personal information from K/TAAA property prior to disposal, including removal or destruction of data on

computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulations or as otherwise agreed by the Parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from the K/T AAA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the K/T AAA. The K/T AAA reserves the right to require the Contractor to transfer such property to another entity, or to the K/T AAA.
- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the K/T AAA will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the K/TAAA for other purposes, in this order:
 - 1. Another K/T AAA program providing the same or similar service
 - 2. Another K/T AAA-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the K/T AAA. As a condition of the approval, the K/T AAA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement

ARTICLE VIII. ACCESS

The Contractor shall provide access to the K/T AAA, federal or state contracting agency, California State Auditor, the Comptroller General of the United States, or any of their duly authorized federal or state representatives to any books, documents, papers, and records, of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized K/T AAA representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, and procurement audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the K/T AAA in the monitoring, and evaluation processes, which includes making any administrative program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs..
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the K/TAAA.

ARTICLE X. AUDIT REQUIREMENTS

- A. Contractors that expend \$750,000 or more in Federal funds will arrange for an audit to be performed as required by the Single Audit Act of 1984, (Public Law 98-502); Single

Audit Act Amendments of 1966,(Public Law 104-156);2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to:

Kings/Tulare Area Agency on Aging
5957 S. Mooney Blvd.
Visalia, California 93277

The copy shall be submitted within thirty (30) days after receipt of the auditor’s report or nine (9) months after the end of the fiscal year audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report’s “Schedule of Expenditures of Federal Awards” (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

B. This section B applies only to Title III and Title VII

The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII, Chapter 3-Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-B)
- 93.042 Special Programs for the Aging-Title VII, Chapter 2-Long Term Care Ombudsman services for Older Individuals (Title VII-A)
- 93.043 Special Programs for the Aging-Title III, Part D-Disease Prevention and Health Promotion Services (Title III-D)
- 93.044 Special Programs for the Aging- Title III, Part B- Grants for Supportive Services and Senior Centers (Title III-B)
- 93.045 Special Programs for the Aging-Title III, Part C-Nutrition Services (Title III-C)
- 93.052 National Family Caregiver Support-Title III, Part E
- 93.053 National Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other Clusters" are as defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of a cluster of programs. When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A cluster of programs shall be considered as one program for determining major programs, as described in 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations).

- C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit and general ledgers. The reconciliation shall be maintained and made available for K/T AAA review.
- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements

Contract resolution includes:

1. Ensuring that a subcontractor expending \$750,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of 2 CFR Part 200.501 to 200.521 [formerly OMB Circular A-133] as summarized in D and E of this Article.
2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action.
3. Reconciling expenditures reported to the K/T AAA to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the K/T AAA must be accomplished through the performance of alternative procedures (e.g., risk assessment [2 CFR 200.331]; documented review of financial statements; and documented expense verification, including match; etc.).
4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:

- a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E – Cost Principles
5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor’s own records.
- E. The Contractor shall ensure that subcontractor’s single audit reports meet 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133] requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor’s report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512]
 2. Properly procured – use procurement standards provided for auditor selection.[2 CFR200.509]
 3. Performed in accordance with Generally Accepted Government Auditing Standards [2 CFR 200.514]
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion)on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Requirements identified in D and E of this Article shall be included in contracts with subcontractors. Further, the subcontractor shall be required to include language in its

contracts with the independent auditors that the auditor will comply with all applicable audit requirements/standards. K/T AAA shall have access to all audit reports and supporting work papers and K/T AAA has the option to perform additional work, as needed.

- G. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed for all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; amounts of match verified; resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making the determination; whether audit findings were issued, and if applicable issuance date of management letter; and any communication or follow-up performed to resolve the findings.
- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards; paid for and arranged by the pass-through entity; and limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.
[2 CFR 200.425]
- I. The Contractor shall cooperate with and participate in any further audits which may be required by the state or K/T AAA.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
 2. Comprehensive Automobile Liability Insurance, including non-owned auto liability, of \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission on General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or Errors and Omissions Insurance.
- B. The insurance will be obtained from an insurance company acceptable to the K/T AAA and the County of Tulare Risk Manager (or designee). The K/T AAA and the County of Tulare Risk Manager (or designee) must approve any deductible or self-insured retention that exceeds \$100,000.
- C. Evidence of insurance shall be in a form and content acceptable to K/T AAA and the County of Tulare Risk Manager (or designee) Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-) from a company admitted to do business in California. Any waiver of these standards is subject to approval by the K/T AAA and the County of Tulare Risk Manager (or designee).
- D. The Contractor shall notify the K/T AAA within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. The Certificate of Insurance for General Liability and Comprehensive Automobile Liability Insurance must meet the following requirements:

1. Name K/T AAA and the County of Tulare, its officers, agents, employees and volunteers, individually and collectively, as additional insured by endorsement to the policy.
 2. State that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by K/T AAA and the County of Tulare shall be excess.
 3. K/T AAA shall be named as the certificate holder and K/T AAA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. Coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to K/T AAA and the County of Tulare, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the K/T AAA and the County of Tulare, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided here in for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the K/T AAA may, in addition to other remedies it may have, terminate this Agreement.
- G. Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the K/T AAA, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- H. Prior to approval of this Agreement by the K/T AAA, the Contractor shall file with the K/T AAA and the County of Tulare, certificates of insurance with the original endorsements effecting coverage in a form acceptable to the K/T AAA. The K/T AAA and the County of Tulare reserves the right to require certified copies of all required insurance policies at any time.
- I. The contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement [Labor Code Section 3700].

The Certificate of Insurance for Workers Compensation must include a Waiver of Subrogation. CONTRACTOR waives all rights against K/T AAA and the County of

Tulare and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability by endorsement to the policy

- J. The entity providing Ombudsman services must be insured or self-insure for professional liability covering all Ombudsman activities, including, but not limited to, investigation of patient complaints.

ARTICLE XII. TERMINATION

A. Termination Without Cause

The K/T AAA may terminate performance of work under this Agreement in whole or in part, without cause, if the K/T AAA determines that a termination is in the K/T AAA's interest. The K/T AAA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the notice. The Contractor shall submit to the K/T AAA a Transition Plan as specified in Exhibit D. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

The K/T AAA may terminate, in whole or in part, for cause the performance of work under this Agreement. The K/T AAA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to the threat to life, health or safety of the public and in that case the termination shall take effect immediately. The Contractor shall submit to the K/T AAA a Transition Plan as specified in Exhibit D. The grounds for termination for cause will include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement

4. Failure to comply with reporting requirements
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the K/T AAA or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
9. The commission of an act of bankruptcy
10. Finding of debarment or suspension
11. The Contractor's organizational structure has materially changed
12. The K/T AAA determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination; and except as directed by the K/T AAA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the K/T AAA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the K/T AAA or upon thirty (30) days written notice to the K/T AAA

In case of voluntary termination, the Contractor shall allow the K/T AAA up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit D of this agreement.

- F. In the event of a termination the K/T AAA will present written notice to the Contractor of any condition such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the K/T AAA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify the K/T AAA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved as required by the K/T AAA amendment process. No oral understanding or agreement not incorporated in this Agreement is binding on any of the

parties.

- B. The K/T AAA reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions, enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the K/T AAA for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the K/T AAA on the Contractor's letterhead.
- C. All other notices shall be addressed to the Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, California 93277. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. K/T AAA CONTACT

- A. The K/T AAA will provide the Contractor with the name of the K/T AAA's contact to request revisions, waivers, or modifications affecting this Agreement, upon full execution of this Agreement.
- B. The Contractor shall designate an individual to serve as the primary point of contact for K/T AAA. Contractor shall notify K/T AAA when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to K/T AAA inquiries within two (2) K/T AAA business days.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

- A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies,

procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the health Insurance Portability and Accountability Act (HIPAA), (i.e. public, confidential, sensitive and/or personal identifying information) as specified in State Administrative Manual, Section 5300-5365.3, GC Section 11019.9, Department of General Services (DGS) Management Memo 06-12, Department of Finance (DOF) Budget Letter (06-34), and Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include (but is not limited to):

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cell phones, printers, scanners
5. Networks (LAN, WAN WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases.

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor, and its Subcontractors/Vendors shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying

characteristics assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
5. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the K/T AAA without prior written authorization from the K/T AAA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant Government Code 11019.9 and to the contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the

contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the contract.

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The contractor and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted..

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State and K/T AAA reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of the K/T AAA. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of the K/T AAA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the K/T AAA. That consent shall be given, or the reasons for denial shall be given and any conditions under which it is given or denied, within thirty (30) days after the written request is received by the K/T AAA. The K/T AAA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs, or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a Statewide basis.
3. Subject only to the provisions of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and Federal law, all subject data delivered under this Agreement.

4. Materials published or transferred by Contractor shall: (a) state “The materials or product were a result of a project funded by a contract with the California Department of Aging”; (b) give the name of the entity, the address, and the telephone number at which the supporting data is available; and (c) include a Statement that “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

[GC §11135-11139.5]

[Title 22 CCR Sections 98211, 98310-98314, 98324-98326, 98340-98370]

A. Needs Assessment

1. The Contractor will assist the K/T AAA in conducting a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

The group-needs assessment shall take into account the following four factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) speaking persons eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

The group-needs assessment will serve as the basis for Contractor’s determination of “reasonable steps” and provide documentary evidence of compliance with Government Code section 11135 et seq., 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

2. The Contractor will assist the K/T AAA in preparing a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.

- c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR §98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)

B. Provision of Services

1. Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision A of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement [2 CCR §11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff
 - b. Contracts with interpreter services
 - c. Use of telephone interpreter lines
 - d. Sharing of language assistance materials and services with other providers
 - e. Translated written materials, including but not limited to, enrollment information and descriptions of available services and programs
 - f. Referral to culturally and linguistically appropriate community service programs
3. Based on the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [2 CCR §11162]
4. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR §98310]
5. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. [22 CCR §98370]

6. Noncompliance with this section may result in suspension or termination of funds and/or termination of the Agreement [22 CCR §98370]

C. Compliance Monitoring

1. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR §98310]
2. Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate service. [22 CCR §98310]
3. Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR §98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR §98325]
2. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the K/T AAA's procedure for filing a complaint and other information regarding the provisions of Government Code §11135 et seq. [22 CCR §98326]
3. Contractor shall notify the K/T AAA immediately of a complaint alleging discrimination based on a violation of State or federal law. [2 CCR 11162, 22 CCR § 98310, 98340]

EXHIBIT D: ADDITIONAL PROVISIONS

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the K/T AAA makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 74, "Procurement Standards," (procurement by Contractors and subcontractors for nonprofit organizations), and 45 CFR 92.36, (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 92.36.
4. The K/T AAA assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-Federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.
7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. K/T AAA funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and Federal laws and regulations.
9. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA §373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the K/T AAA or its contractors.
11. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA 373(a)-(b)]
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver: and "grandparent caregiver" [OAA §373(a)(b)], unless the K/TAAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal State, or local funds expended by a state or unit of general purpose local government to provide Title III (excluding III E), and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.
15. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements: [OAA §315(b)]:

- a. Any Contractor for any Title III or Title VII services shall not use means tests.
 - b. Any Title III or Title VII client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.
 - d. Each service provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
16. Cost sharing shall not be implemented for any Title III or Title VII service until so notified by the K/T AAA.
17. The Contractor shall participate in the preparation and implementation of a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. This plan shall be coordinated with the overall County Office of Emergency Services Plan and shall conform to any statewide requirements issued by the CDA or any other appropriate federal agency.
18. The Contractor shall notify the K/T AAA's Disaster Coordinator annually, or whenever a change occurs, the name of the individual responsible for Disaster Coordination.
19. The Contractor shall assure that Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR §7547, the training shall consist of:
- a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

- b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.
20. The Contractor shall not require proof of age or citizenship or disability as a condition of receiving services.
 21. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
 22. The Contractor shall annually assess the Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J)] [OAA §207(a)(3)].

B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA 712(f)(1)(B)]; 45 CFR 1324.21]
2. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week [OAA §712(b)(1)(A)][45 CFR 1324.11(e)(2)(i)][WIC §9722(a)][22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [WIC §9722(a)][22 CCR 8020(b)]
3. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent; and when authorized by the State Ombudsman, access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident. [OAA §712(b)(1)(B)] [WIC §9724]
4. Representatives of the Local Ombudsman Program upon request to a long-term care facility staff shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [WIC §9722(d)]
5. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for

certification [OAA §712(h)(5)(B)].

6. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§705(a)(6)(C); 712(d)(2)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] and [WIC §9725].
7. The Local Ombudsman Program shall enter into a memorandum of understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative [OAA §712(h)(7)][WIC §9717(c)][Statewide Standards for Legal Assistance in California].
8. Each Local Ombudsman Program shall maintain a separate budget The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.
9. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:
 - a. All local staff who are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position. [45 CFR 1324.13(b),(c)]

The Coordinator shall inform the OSLTCO of any staffing changes.

10. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code 9719(a)(1)]
11. The Local Ombudsman Program Coordinator shall inform the OSLTCO of issues with local Ombudsman representatives, complex cases, situations with potential

legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.

12. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA §705(a)(6)(C)][WIC §§9725;15633(c)]
13. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA. [OAA §712(C)][WIC §9716(a)]

C. Assurances Specific to Legal Assistance Providers (LSPs)

In accordance with OAA §731 the Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding (MOU) which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the state in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, HICAP, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to use the Uniform Reporting System revised by the CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit C, Special Terms and Conditions, Article XV, of this Agreement entitled, "Amendments, Revisions or Modifications."

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports in accordance with K/T AAA requirements to the Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, CA 93277. [WIC §9102(A)(5)]
- B. The Contractor shall have written reporting procedures to assure that all submitted performance data is timely, complete, accurate, verifiable and specific to each program which include:
 1. Collection and reporting of program data for the K/T AAA;
 2. Ensuring accuracy of data from the intake/assessment process through reporting to the K/T AAA;
 3. Verification of data prior to submission to the K/T AAA;
 4. Correction procedures; and
 5. A method for collecting and reporting estimated unduplicated client counts (if applicable) and demographics for each non-registered service, total non-registered services, and total for all services (registered and non-registered).
- C. The K/T AAA shall train and orient Contractor's staff regarding program data collection and reporting requirements.
- D. The Contractor shall assure that all data submitted is timely, complete, accurate, and verifiable using the K/T AAA-approved reporting procedures on the following schedule:
 1. 10th Day Each Month: Monthly service reports, expenditure reports and request for funds are due the 10th of the month following the month of service.
 2. 30 days following the end of the reporting period. Quarterly narrative performance report.
 3. February 15: Annual negotiated budgets and service units for the following fiscal year (to be included in the K/T AAA Area Plan update).

4. July 15: Final monthly expenditure report and request for funds, must be marked 'final', year-end closeout, and Report of Property Purchased
5. K/T AAA will provide all reporting templates to Contractor.
6. All client and program data must be kept in a locked file cabinet or storage area and be made available for review by K/T AAA upon request. This may include, but not be limited to:
 - a. NAPIS Client Intake Sheets.
K/T AAA is required to adhere to the National Aging Program Information System (NAPIS) data collection requirements by collecting and reporting specified data for all clients that receive registered services. K/T AAA will provide intake sheets.
 - b. Meal Rosters
The Meal Roster is a tool that is used to account for all clients receiving a meal, per nutrition site. This includes Home Delivered and Congregate meal clients. Meal Rosters for each nutrition site will be printed out from the computerized client tracking system, CARS.

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing software provided by CDA as required. NORS data entry must be timely, complete, accurate and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data sent to the K/T AAA.
2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox (stateomb@aging.ca.gov) with a copy to the K/T AAA.

F. The Contractor shall have written reporting procedures specific to each program. K/T AAA will provide procedures and/or provide guidance and approved methodologies for these procedures; and will approve all procedures:

1. Collection and reporting of program data for the Contractor and subcontractor
2. Ensuring accuracy of all data from the Contractor and subcontractor

3. Verification of Contractor and subcontractor data prior to submission to the K/T AAA Data Team.
 4. Procedures for the Contractor and subcontractor on correcting data errors.
 5. A methodology for calculating and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-services; and
 6. Performance data monitoring process
- G. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The K/T AAA Data Team will be available to provide guidance for data collection training. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII : Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the K/T AAA. The K/T AAA shall be responsible for submitting it to the State Ombudsman, no later than 30 days following the end of each quarter.
 2. The Contractor shall also enter the quarterly aggregate number of 'Elder Abuse Prevention, Education and Training Sessions' and 'Elder Abuse Prevention Educational Materials' into CARS on a quarterly basis.
 3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

- A. If the Contractor disputes the administration of this Agreement, either fiscal or non-fiscal, the Contractor shall appeal the dispute to the Director of the K/T AAA. If the Contractor is not satisfied with the decision of the Director, the Contractor can appeal to the Governing Board. If the Contractor is not satisfied with the decision of the Governing Board, the Contractor can use the appeal procedure established by the CDA in Title 22

CCR, Sections 7700 through 7710. Unless the CDA notifies the Contractor of a different stated time, the Contractor shall file an appeal within thirty (30) days of the Governing Board's decision.

- B. Subcontractors of the contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in Title 22 CCR, Sections 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I Code Section 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the K/T AAA within 15 (15) days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit C of this Agreement) of a service funded either by Title III or Title VII. The transition plan must be approved by the K/T AAA and shall at a minimum include the following:
 - 1. Description of how clients will be notified about the change in their service provider.
 - 2. A plan to communicate with other organizations that can assist in locating alternative services.
 - 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 - 4. A plan to evaluate clients in order to assure appropriate placement.
 - 5. A plan to transfer any confidential medical and client records to a new contractor.
 - 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 - 7. A plan for adequate staff to provide continued care through the term of the contract. [22 CCR §7206(e)(4)]
 - 8. A full inventory and plan to dispose or transfer or return to the State all equipment purchased during the entire operation of the contract.

9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the K/T AAA. The K/T AAA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Article XII of Exhibit C of this Agreement, the Contractor shall implement a transition plan submitted by the K/T AAA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

- A. Transition of Local Ombudsman Services
 1. The Contractor shall, upon notice of termination of Ombudsman services notify the K/T AAA in writing:
 - a. Within three (3) working days of Intent to Terminate responsibility for Local Ombudsman services, and
 - b. Within one working day of any change in Local Ombudsman Program services.
- B. Transition Plan
 1. The Contractor shall submit a Transition Plan to the K/T AAA within fifteen (15) days from the occurrence of any of the following:
 - a. Written notice to the K/T AAA of the Contractors' intent to terminate Ombudsman services;
 - b. Written notice to the subcontractor of the Contractor's intent to terminate the contract for Ombudsman services; or
 - c. Written notice to the Contractor of the K/T AAA Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services.
 2. Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:

- a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
3. The Transition Plan shall at a minimum include the following:
- a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services.
 - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the transition plan as approved by the K/T AAA. The K/T AAA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the K/T AAA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating contractor or from a neighboring Local Ombudsman Program.

EXHIBIT E: HIPAA REQUIREMENT (Update version 04/09/13)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. **Business Associate** shall mean CONTRACTOR.
 2. **Covered Entity** shall mean K/T AAA (Kings/Tulare Area Agency on Aging).
 3. **Individual** shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 4. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 5. **Protected Health Information** shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 6. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR 164.501.
 7. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of CONTRACTOR
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
 2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
 4. CONTRACTOR agrees to report to K/T AAA any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
 5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or

received by CONTRACTOR on behalf of K/T AAA agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of K/T AAA, and in the time and manner requested by K/T AAA, to Protected Health Information in a Designated Record Set, to K/T AAA or, as directed by K/T AAA, to an Individual in order to meet the requirements under 45 CFR 164.524.

6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the K/T AAA directs or agrees to pursuant to 45 CFR 164.526 at the request of K/T AAA or an Individual, and in the time and manner requested by K/T AAA.
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, K/T AAA to the K/T AAA, in a time and manner requested by K/T AAA for purposes of determining CONTRACTOR'S and/or K/T AAA'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for K/T AAA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
9. CONTRACTOR shall provide to K/T AAA or an individual, in time and manner designated by K/T AAA, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, K/T AAA, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by K/T AAA or the minimum necessary policies and procedures of the K/T AAA.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of

the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to K/T AAA as permitted by 42 CFR 164.504(e)(2)(i)(B).
4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of K/T AAA

1. K/T AAA shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of K/T AAA in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. K/T AAA shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information.
3. K/T AAA shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that K/T AAA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

F. Permissible Requests by K/T AAA:

Except as otherwise provided herein, K/T AAA shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by K/T AAA

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for K/T AAA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.

3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit K/T AAA to comply with the Privacy Rule.

EXHIBIT F: CONTRACT AWARD AND UNITS OF SERVICE

TOTAL FUNDING AWARD: \$482,512

FUNDING AWARDED BY SERVICE CATEGORY

TITLE III-B: SUPPORTIVE SERVICES

Funding: \$88,966

Activity	Measure	Contracted Units
Cash/Material Aid	# of Assistance	
Community Education	# of Activities	40
Information and Assistance	# of Contacts	10,000
Legal Assistance	# of Hours	250
Outreach	# of Contacts	4,200
Personal Affairs Assistance	# of Contacts	
Public Information	# of Activities	
Senior Center Activities	# of Hours	2,000
Telephone Reassurance	# of Contacts	
Transportation	# of One Way Trips	
Visiting	# of Hours	300

TITLE III-B, VII-A, SDF and SNFQAF: OMBUDSMAN

Funding: \$108,903

Activity	Measure	Contracted Units
Complaint Resolution Rate	% of Complaints Resolved	100%
Work with Resident Councils	# of Resident Councils Attended	10
Work with Family Councils	# of Family Councils Attended	4
Consultations to Facilities	# of Consultations	700
Information and Consultations to Individuals	# of Consultations	500
Community Education	# of Sessions	5
Nursing Facility Coverage	% visited each quarter	100%
Board Care Coverage	% visited each quarter	75%
Number of Full-Time Equivalent Ombudsman	# of FTEs	5
Number of Certified Volunteer Ombudsman	# of Certified Volunteer Ombudsman	10

TITLE III C-1: CONGREGATE NUTRITION**Funding: \$147,144**

Activity	Measure	Contracted Units
Congregate Meals	# of Meals	12,000
Nutrition Education	# of Sessions per participant	200

TITLE III C-2: HOME DELIVERED NUTRITION**Funding: \$87,550**

Activity	Measure	Contracted Units
Home Delivered Meals	# of Meals	10,000
Nutrition Education	# of Sessions per participant	200

TITLE III-D: DISEASE PREVENTION**Funding: \$6,663**

Activity	Measure	Contracted Units
Health Promotion	# of Contacts	
Medication Management	# of Contacts	
Nutrition Education	# of Sessions per participant	150

TITLE VII-B: ELDER ABUSE PREVENION**Funding: \$1,554**

Activity	Measure	Contracted Units
Educational Materials	# of Products distributed	1000
Public Education Sessions	# of Sessions	
Training Sessions for Professionals	# of Sessions	
Total number of individuals served	# of Persons	500

TITLE III-E: FAMILY CAREGIVER SUPPORT**Funding: \$41,732**

Activity	Measure	Contracted Units
Information Services	# of Activities	15
Information Services – Estimated Audience	# of Contacts	200
Access Assistance	# of Contacts	200
Support Services	# of Hours	250
Respite Care	# of Hours	7,000

EXHIBIT G: PROGRAM SCOPE OF WORK

This Exhibit includes a general description of K/T AAA services. Refer to Exhibit F for specific contracted service units and activities to be provided under this agreement.

SCOPE OF WORK: TITLE III-B: SUPPORTIVE SERVICES (REQUIRED)

INFORMATION AND ASSISTANCE

I. Program Goal

To provide individuals aged 60 years or older with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; assess the problems and capacities of the individuals; link the individuals to the opportunities and services that are available; and ensure (to the extent practical) individuals receive the services needed, and are aware of the opportunities available, by establishing adequate follow-up procedures.

II. Unit of Service

One (1) Contact qualifies as one (1) Unit of Service

- **Information:** To give information about resources, programs, and services. (Does not include facilitating appointments or other arrangements between the consumer and service provider). Calling an agency to request information about its locations or hours of operation, etc., would not be counted as a service unit.
- **Referral:** Screening inquirers to identify needs and appropriate resources, indicating organizations capable of meeting those needs; helping callers for whom services are unavailable by locating alternative resources and, if necessary, actively participating in linking the inquirer to needed services.
- **Follow-Up:** Determining the outcome of a referral by contacting the consumer and/or the organization to which he/she was referred. Follow-up must be performed within 30 days of referral.

III. Area to Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Provide comprehensive assessment and referral services to older persons with social and health needs.
- B. Develop and maintain a comprehensive list of resources available for seniors within Kings and Tulare Counties in accordance with Title 22 CCR, Div. 1.8, Chapter 4.(1), Article 2, § 7531. The Resource List shall contain information on available community resources including information on assistive technology.

- C. Maintain a close working relationship with service providers and an ongoing referral relationship through outreach and follow-up reporting.
- D. Accessibility
 - Be accessible to older individuals with disabilities
 - Be conveniently located to public transportation and have parking available in the vicinity
 - Be open during established hours of operation, as negotiated with the K/T AAA.
 - Be equipped with a telephone system, office equipment and furniture
 - Provide the older individual with the requested I&A service(s) no later than one working day after the individual's visit to the I&A facility.
- E. Confidentiality
 - Provide privacy when interviewing individuals to ensure confidentiality of information.

LEGAL SERVICES

I. Program Goal

To provide legal information, advice, counseling and representation by an attorney or other person acting under the supervision of an attorney, who is a member of the California State Bar. The goal of legal services is to ensure the rights and entitlement of older persons by providing or securing legal assistance.

II. Unit of Service

1 Hour is counted as (1) Unit of Service

- Legal Assistance: To provide legal information, advice, counseling, administrative representation, and judicial representation to an individual or to a group by an attorney.
- Community Education/Advocacy: To educate groups of older persons, their families, friends, and community organizations/facility staff on rights, benefits, and entitlements for older persons either residing at home or living in an institutional setting.

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Implement a plan to provide legal services and community education/advocacy that include the following service areas:
 - Income maintenance (SSI and Social Security)
 - Health care (Medi-Cal, Medicare, Qualified Medicare Beneficiary (QMB), long term care issues, and private health insurance. Includes coordinating

assistance to clients with the Health Insurance Counseling and Advocacy Program (HICAP)

- Housing (tenant rights, evictions, foreclosures)
 - Elder abuse (financial, physical, emotional)
 - Incapacities (managing affairs, counseling, Durable Power of Attorney/health care)
 - Counseling on Wills and estate planning
 - Other legal services as appropriate.
- B.** Legal services provider shall, with the approval of the K/T AAA, set priorities for the categories of cases for which it will provide legal representation in order to concentrate on older persons with the greatest economic need. The provider will give preference to those seniors with no other options, provided needed legal services are within the service areas above.
- C.** The Legal Services plan must include provision of legal services:
- At out-stations in the community (e.g., senior centers, senior housing complexes, nutrition sites, etc.)
 - To institutionalized, isolated and homebound elderly
- D.** Legal services must be provided in compliance with the statewide standards for legal assistance as promulgated by the California Department of Aging. For additional information please go to:
- [http://www.aging.ca.gov/PM/PM05-19\(P\)/PM05-19\(P\).pdf](http://www.aging.ca.gov/PM/PM05-19(P)/PM05-19(P).pdf)
- E.** Ensure service quality and maintain professional standards by:
1. Establishing a system of filing, record keeping, docket control and updating case activities;
 2. Providing for the supervision of legal workers by an attorney;
 3. Establishing a system of review to evaluate the quality of legal work, determine what pertinent issues have been identified, to assure the timely handling of cases, and to ensure that clients are involved in establishing case objectives and are kept informed of developments in the case.
 4. Setting optimum caseloads for legal workers based on their experience and specialization;
 5. Providing training for legal workers based on responsibilities and skills; and
 6. Ensuring the confidences of clients are preserved from unauthorized disclosure.
- F.** Coordinate advocacy efforts with the state-designated Long Term Care Ombudsman Program.
- G.** Make efforts to involve the private bar in legal assistance activities.

OUTREACH

I. Program Goal

Outreach: Interventions (one-on-one contact) with individuals initiated by an agency or provider for the purpose of identifying potential clients (or their age 60+ caregivers) and encouraging their use of existing services and benefits

II. Unit of Service

One (1) Service Unit = 1 Contact

III. Area to Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Implement a plan to provide outreach to older individuals, specifically the target population, of ways in which to access available services.
- B. Develop a system of counting the number of individual clients served. Examples include keeping track of the number of fliers handed out at a health fair event.

SENIOR CENTER ACTIVITIES

I. Program Goal

Provide activities designed to enable older individuals to attain and/or maintain physical and mental well-being. Activities must be provided at Senior Congregate Meal locations, and may also be offered at other locations.

II. Unit of Service

One (1) Service Unit = One Hour. A one hour session of a given activity provided to a group of 10 persons qualifies as 10 Service Units.

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Provide activities such as recreation, music, dancing, creative arts, physical activity, education, and leadership development.
- B. Exercise classes and bingo, activities currently provided through the K/T AAA, are of the participants' favorites. The K/T AAA encourages providers to seek participant recommendations of preferred activities, and supports new and innovative activities.
- C. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities are not allowable.

TRANSPORTATION

I. Program Goal

To secure or provide transportation to assist older persons in obtaining essential services

II. Unit of Service

One-way trip qualifies as one (1) Service Unit

Transportation is provision of a means of transportation for a person who requires help in going from one location to another. Does not include any other activity.

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Provide one-way trips for low-income seniors for medical and supportive services access.
- B. Service may include the use of subsidized taxi, ADA paratransit rider subsidy, and the purchase of public transit bus passes.
- C. Work with the K/T AAA transportation coordinator in developing long-term solutions to transportation gaps in the County.

SCOPE OF WORK: TITLE III-B: SUPPORTIVE SERVICES (CATEGORY A)

I. Program Goal

To provide supportive services to seniors 60 years of age or older that help to maintain or improve their physical, psychological, and social well-being.

II. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

III. Program Description - Supportive Services

- A. **Personal Care, Homemaker, and Chore programs** provide assistance for individuals who otherwise could not remain in their homes.
 - **Personal Care:** Providing personal assistance, stand-by assistance, supervision or cues, (such as with eating, bathing, toileting, transferring in/out of bed/chair, walking, dressing, grooming).

- **Homemaker:** Providing assistance with preparing meals, shopping for personal and household items, managing money, using the telephone or doing light housework.
- **Chore:** Providing assistance with heavy housework, yard work or sidewalk and other home maintenance for a person

One (1) Service Unit = 1 Hour

B. Residential Repairs/Modifications: providing repairs or modifications of homes that are necessary to facilitate the ability of older individuals to remain at home.

- Providing minor repair/renovations in order to meet safety, health issues, and code standards.

One (1) Service Unit = 1 modification

C. Telephone Reassurance: Contacting clients by telephone to provide reassurance, safety checks and support to older individuals.

One (1) Service Unit = 1 Contact

D. Visiting: Conducting home visits to clients to provide reassurance, safety checks and support older individuals.

One (1) Service Unit = 1 hour

<p>SCOPE OF WORK: TITLE III-B: SUPPORTIVE SERVICES (CATEGORY B)</p>

I. Program Goal

To provide supportive services to seniors 60 years of age or older that help to maintain or improve their physical, psychological, and social well-being.

II. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

III. Program Description - Supportive Services

A. Assisted Transportation: Providing assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

One (1) Service Unit = 1 one-way trip

B. Cash/Material Aid: Providing and arranging assistance for participants in the form of commodities, surplus food distribution, emergency cash assistance, and vouchers.

One (1) Service Unit = 1 Assistance

C. Community Education: Providing education services to groups of older persons, their families, friends, and community organizations/facility staff about

rights, benefits, entitlements, and health and wellness information for older persons either residing at home or in an institutional setting.

One (1) Service Unit = 1 Activity

- D. Personal Affairs Assistance:** Provides assistance in writing letters and with the completion of financial forms, including tax forms, and other written or electronic documents.

One (1) Service Unit = 1 Contact

- E. Personal/Home Security:** Providing services for the security and safety of the home environment of older individuals including safety features such as: medical alert, alarms, assistive devices (including provision of assistive technology services and devices).

One (1) Service Unit = 1 Product

- F. Public Information:** Contacting multiple current or potential clients or caregivers through publications, publicity campaigns, and other mass media campaigns including Internet websites.

One (1) Service Unit = 1 Activity

SCOPE OF WORK: TITLE III-C: SENIOR NUTRITION SERVICES

This Scope of Work contains the measurable objectives mandated by the Kings/Tulare Area Agency on Aging (K/T AAA) and the California Department of Aging (CDA) required of the Senior Nutrition Program (SNP)

A full description of the senior nutrition program is available at:

California Code of Regulations; Title 22; Div.1.8; Chapter 4; Article 5

<http://www.calregs.com/linkedslice/default.asp?SP=CCR-1000&Action=Welcome>

I. Program Goal

The goal of the Senior Nutrition Program is to provide nutrition services to individuals sixty (60) years or older that promote physical, psychological and social well-being, and reduce isolation through programs coordinated with nutrition-related supportive services.

II. Unit of Service

Congregate Nutrition: One (1) meal is counted as one (1) Service Unit

Home-Delivered Nutrition: One (1) meal is counted as one (1) Service Unit

Senior Center Activity: One (1) hour provided to one (1) person is counted as (1) Service Unit. (i.e. 1 hour of bingo with 50 persons = 50 hours or 50 service units)

III. Area To Be Served

Congregate Meal Services must be provided, at a minimum, in the following Kings County communities:

Avenal
Corcoran
Hanford

Home Delivered Meals shall be provided throughout the County of Kings, based on assessed needs of clients.

IV. Scope of Services

A. Eligibility for Nutrition Services

1. Congregate Meals – Individuals eligible to receive a meal at a congregate nutrition site are:
 - Any older individual
 - The spouse of any older individual
 - A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - A disabled individual who resides at home with and accompanies an older individual who participates in the program
2. Volunteer Meals – A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.
3. Home-Delivered Meals – Individuals eligible to receive a home-delivered meal are:
 - a. Any older individual who is frail, as defined below, and homebound by reason of illness, disability, or isolation:

“Frail” means that an older individual is determined to be functionally impaired because the individual either:

 - 1) Is unable to perform at least two (2) activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
 - 2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

- b. A spouse of a person in sub-section (a.1) above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
- c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- d. Priority shall be given to older individuals in sub-section (a.1) above.

B. Requirements for Nutrition Services

1. Congregate Meals

- a. Each Congregate Meal Provider shall:
 - 1) Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
 - 2) Ensure that a Client Intake Sheet (provided by K/T AAA) is completed for each participant on the first day of service and annually thereafter.
 - 3) Ensure that a Nutritional Risk Assessment (provided by K/T AAA) is completed for each participant on the first day of service and annually thereafter.
 - 4) Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by K/T AAA.
- b. Each Congregate Meal site shall meet all of the following:
 - 1) Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that SNP activities are taking place.
 - 2) Have restrooms, lighting, and ventilation, which meet the requirements of CRFCL.
 - 3) Have equipment, including tables and chairs that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.

2. Home-Delivered Meals

- a. Determine the level of need for home-delivered nutrition services of each eligible participant.
 - 1) Ensure that a Client Intake Sheet (provided by K/T AAA) is completed for each participant on the first day of service and quarterly thereafter. An initial

determination of eligibility may be accomplished by telephone. Subsequent quarterly contact to complete the Intake Sheet is primarily to determine if there have been changes in the participant's living situation and level of need. Quarterly contact must be made in the home of the client at least every other quarter, and intervening quarterly contacts made by telephone.

- 2) Ensure that a Nutritional Risk Assessment (provided by K/T AAA) is completed for each participant at initiation of services and annually thereafter. Annual reassessment should coincide with the quarterly contact being made to update the client's Intake Sheet, in the home of the client. Participants in need of nutrition-related supportive services should be referred as necessary.
- b. Provide written instructions, in the language of the majority of the participants, for handling and re-heating of the meals.
- c. Establish a waiting list for home-delivered meals whenever the home-delivered meal providers are unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on greatest need and-or in accordance with policy established by the home-delivered meal provider, in consultation with K/T AAA.
- d. Provide home-delivered meals in pre-packaged divided trays (hot or frozen meals).
- e. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by K/T AAA.

C. Nutrition Education Services

1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs.
 - a. Nutrition Education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials.
 - b. Nutrition Education for home-delivered meal participants may consist solely of printed material that is in conjunction with a congregate meal Nutrition Education presentation.
 - c. Nutrition Education materials will be developed and approved by the K/T AAA Registered Dietician (RD) and delivered to congregate and home delivered meal participants by the Contractor.

d. Service units shall be documented and reported to the K/T AAA.

2. Nutrition Education shall be based on the particular need of congregate and home-delivered meal participants.

D. Special Events

Provide as needed or required by K/T AAA special catered meals to senior groups and/or meetings at pre-designated locations. The K/T AAA will provide a minimum advance notice of not less than 10 days.

E. Requirements for Senior Center Activities

Provide activities designed to enable older individuals to attain and/or maintain physical and mental well-being. Activities must be provided at Senior Congregate Meal locations, and may also be offered at other locations. Funding is available through Title III-B for these activities. Refer to Title III-B Scope of Work (Attachment A-1) for details.

F. Staffing

1. Manager or Director

a. The SNP provider shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the SNP, and either have at least one of the following qualifications:

- 1) Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years experience as a food service supervisor, or,
- 2) Demonstrate experience in food service, such as, but not limited to, cooking in a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, or
- 3) Two years experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire, or assuming the manager position.

2. Personnel – Paid Staff/Volunteers:

a. There shall be sufficient qualified paid staff or volunteer staff with the appropriate education and experience to carry out the requirements of the SNP. The total number of staff should be based on the method and level of services provided and size of the service area.

- b. Contractor is encouraged to hire multi-lingual/multi-cultural staff to increase low-income and ethnic minority program participation in accordance with federal mandates.
- c. Preference shall be given to hiring older individuals subject to the qualifications of the position.
- d. Contractor shall recruit for vacant positions in an open and competitive application process free of discriminatory questions. Written job descriptions for all paid and volunteer staff shall be maintained.
- e. Contractor shall complete a written work performance evaluation on all paid and volunteer staff at least annually.
- f. All paid staff that will be handling food must possess a current Food Handlers Card. Volunteers used routinely in the food service operation should also possess a current Food Handlers Card.
- g. At each facility, at least one person (paid staff or volunteer) who is routinely involved in the food service operation in some way must have a Food Safety Certificate.
- h. Volunteers shall be recruited and used in any phase of the program operation where qualified.
- i. Volunteers shall be screened and selected through a formal process that assesses their capabilities.
- j. Volunteers that are paid through other job training programs are not considered volunteers and must be paid the agreed upon rate charged for regular paid staff.
- k. The SNP Provider shall maintain a written Volunteer Policy that describes how volunteers are recruited, screened, what topics they are taught at orientation, and how often their performance is evaluated.

3. Registered Dietitian

- a. The K/T AAA Registered Dietitian will provide assistance to the SNP Provider to establish and administer nutrition services in accordance with Section 339 of the OAA, and follow the general requirements in Title 22, Division 1.8, Section 7500.
- b. The Registered Dietitian will provide the following activities to meet the mandated requirements:
 - 1) At a minimum, quarterly inspection for safe food handling and sanitation practices of food facilities.
 - 2) Review and approve the content of staff training prior to presentation.
 - 3) Review and approve the cycle menus.

- 4) Provide input, review, and approve the Nutrition Education Plan prior to presentation.
- 5) Provide technical support and assistance as needed.

G. Staff Training Activities

1. A yearly written Staff Training Plan shall be developed, implemented, and maintained on file by the SNP Provider, as required in Title 22, Division 1.8, Section 7636.7 (c).
2. The K/T AAA Registered Dietitian shall review and approve the content of the Plan prior to its presentation.
3. The Staff Training Plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
4. A copy of the Staff Training Plan that has been approved by the K/T AAA's Registered Dietitian must be submitted to K/T AAA by September 1st of the FY in which services are being provided. The K/T AAA approved Staff Training Plan must be kept on file.
5. A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff, including congregate and home-delivered meal staff.
6. Training sessions shall be evaluated by those receiving the training.
7. The SNP Provider shall maintain documentation of each training session on file. Documentation includes, but is not limited to, sign-in sheets, agendas, handouts, and completed evaluations.
8. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
 - a. Food safety, prevention of food borne illness, and HACCP principles.
 - b. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
 - c. Elder Abuse Law and reporting procedures.

H. Senior Participants

1. Satisfaction Survey
 - a. The SNP Provider shall conduct a Client Satisfaction Survey at least annually. The Survey instrument must be approved by K/T AAA prior to its use, and all findings from the Survey must be used to improve services. The Provider must keep the completed Surveys and the tabulated results on file. A copy of the tabulated results must be submitted to K/T AAA by March 1st of the FY in which services are being provided.

- b. The SNP Provider shall conduct Meal Satisfaction Surveys on a pre-designated frequency. The K/T AAA will provide assistance to the SNP Provider in establishing this process.

2. Complaint Procedures

The Contractor shall have a written Complaint Procedure for seniors who wish to file a complaint or grievance about the provision of services from the Contractor, pursuant to CCR Title 22, Section 7400.

<http://www.calregs.com/linkedslice/default.asp?SP=CCR-1000&Action=Welcome>

The Contractor will follow the K/T AAA complaint resolution procedures.

I. Menu Planning

1. Contractors will comply with all Meal Guidelines and Nutritional Requirements (refer to Section V of this Attachment)
2. A copy of the certified menu must be posted in a spot conspicuous to clients at each congregate site.
3. Copies of menus shall be made available to the participants upon request.

J. Food Procurement

1. Food procurement procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
2. All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
3. To the extent possible, providers are encouraged to participate in group food purchasing.
4. A comparative cost analysis shall be performed either by the SNP Provider or its group purchasing organization on an on-going basis to obtain the highest quality food for the lowest price available.

K. Food Storage

1. Food storage procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
2. Adequate and suitable space free from vermin, dirt, and contamination or adulteration shall be provided for the storage of food and beverages, and cooking, serving, and eating supplies.

L. Food Production

1. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
2. Food production and meal service shall be under the supervision of a trained staff in food service management to ensure food service sanitation

and the practice of hygienic food handling techniques are followed. This person shall function with the advice of a Registered Dietitian.

3. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed:
 - a. A Registered Dietitian must approve all menu substitutions.
 - b. A Menu Substitution Form must be completed and signed by a Registered Dietitian.
 - c. The completed Menu Substitution form shall be kept on file for K/T AAA review.
4. Production Control
 - a. Production schedules or worksheets must be available in the food preparation area.
 - b. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
 - c. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
 - d. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
5. Meal Service/Temperature Monitoring
 - a. All food for congregate sites shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
 - b. Meals shall be served to seniors “offer versus serve” – meaning participants are to be given an opportunity to decline a menu item. Food trays shall not be served ahead of time.
 - c. Temperature Checks
 - 1) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen.
 - 2) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked at satellite congregate sites upon delivery and at all congregate sites immediately before meal service.
 - 3) The SNP Provider must have written procedures for monitoring food temperature.
 - 4) The SNP Provider must use a form to document food temperatures daily (i.e. Food Temperature Log).

- 5) The SNP Provider shall have a staff member review the completed Food Temperature Logs at random a minimum of every other month. If problems are discovered, an action plan must be developed to resolve the issue.
 - 6) All completed Food Temperature Logs must be maintained on file for K/T AAA review.
- d. To maintain quality in prepared foods, holding times shall be kept to a minimum. Long periods of holding hot foods diminishes the nutrient content and palatability of foods.
 - e. Holding time shall not exceed 4 hours between the end of production and the beginning of food service at the congregate site. If prepared at the Congregate Meal site, holding time should not exceed 2 hours.
 - f. Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the glass or cup from which it is consumed.
 - g. Single service utensils and tableware shall be used one time only and then discarded.
 - h. 'Take home' meals from a congregate meal site may be authorized only under limited circumstances. The SNP Provider must first develop a clear written policy and process for this contingency based on criteria established by the K/T AAA.

M. Food Service Requirements

1. The SNP Provider shall maintain the following records at each nutrition site, and retain them for a pre-designated period.
 - a. Food Temperature Log – one should be available for congregate meals and one for home delivered meals if hot foods are delivered to the client
 - b. Cleaning Schedule.
 - c. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
 - d. Production Schedule – applicable only if food is cooked at the site.
2. The current Environmental Health inspection shall be available at the site for review.
3. Staff who are handling food shall possess a current Food Handlers' Card that shall be available for review. Volunteers used routinely in the food service operation should also possess a current Food Handlers Card.
4. Meal delivery vehicles and meal delivery equipment shall be maintained to meet sanitary food standards for the delivery of food.

N. Program Requirements

1. Client Intake Sheets

- a. The SNP Provider will ensure that each participant completes the Client Intake Sheet and Nutritional Risk Assessment form (provided by K/T AAA) to determine his or her level of nutritional risk.

Client Intake Forms shall be completed:

- 1) Congregate Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
- 2) Home-Delivered Meal Participants – at the beginning of service and then quarterly thereafter for clients who remain on the program.

Nutritional Risk Assessment Forms shall be completed:

- 1) Congregate and Home-Delivered Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
- b. SNP Providers will enter quarterly and annual intake data into the CARS System in a timely manner, which will be defined by the K/T AAA during initial training.

2. Outreach/Marketing Activities

- a. SNP Providers are required to provide outreach in the community through community organizations and other groups. All outreach and marketing activities shall be documented and kept on file for the annual monitoring visit conducted by K/T AAA.
- b. SNP Providers shall develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving the minority communities.

3. Emergency Procedures

- a. SNP Providers shall have a written Emergency/Disaster Plan.
- b. Each nutrition site shall have an evacuation plan posted identifying the emergency exits and assembly areas.
- c. Staff must be knowledgeable of emergency procedures.
- d. Where feasible and appropriate, SNP Providers shall make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122(2). Such arrangements shall be included in the Emergency/Disaster Plan.

4. Donations and Confidentiality
 - a. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal. The established suggested donation amount is \$2.50 per meal.
 - b. Guests will pay actual cost for a meal.
 - c. A sign indicating the suggested donation for eligible individuals and for guests shall be posted near the contribution container at each congregate meal site.
 - d. The SNP provider shall inform Home Delivered Meal clients of the opportunity to contribute donations, and shall maintain a process for collecting donations from them.
 - e. No eligible individual shall be denied participation because of failure or inability to contribute. This shall be posted in a visible location.
 - f. The SNP Provider shall ensure that the amount of the eligible participant's contribution is kept confidential.
 - g. The SNP Provider shall establish written procedures to protect contributions and fees from loss, mishandling, and theft (i.e. Contribution/Donation Procedures). Such Procedures shall be kept on file for K/T AAA review.
 - h. All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.
5. "No Soliciting" Sign
 - a. The SNP Provider shall ensure that a "No Soliciting" sign is posted on the door leading to the congregate nutrition site. No soliciting of any kind is permitted on the premises during the lunch hours for services or goods promoted by businesses.
6. Coordination
 - a. If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation provider for securing public transportation to and from nutrition sites and have the policy available for review by K/T AAA.
 - b. Include the following statement on all advertising, brochures, poster, etc., **"Funding for this service has been provided by the Kings/Tulare Area Agency on Aging through a grant award from the California Department of Aging"**
 - c. Coordinate service with other County departments and local agencies by providing time for presentations or special activities

that promote a community based system of care for the participants attending nutrition sites.

V. Nutritional Requirements and Meal Guidelines

The contractor will need to ensure that the meal provider vendors are meeting the following guidelines and requirements. The K/T AAA registered dietician will assist the contractor with this requirement.

Guidelines and Requirements

When planning meals, the Older American's Act (Section 339), the California Daily Food Guide and the Dietary Guidelines for Americans (DGA) are to be considered.

http://www.aoa.gov/AoARoot/AoA_Programs/OAA/oa_full.asp#_Toc153957702

<http://www.dhcs.ca.gov/formsandpubs/publications/Pages/CFGTableofContents.aspx>

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

- A.** Each daily meal pattern shall meet the minimum one-third (1/3) of the Dietary Reference Intake (DRI) requirements.
- B.** Menus must be written for at least a 5-week cycle and should be modified seasonally.
- C.** Health, cultural, ethnic, and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
- D.** When preparing the meals, the use of complex carbohydrates and high fiber foods should be increased, and the use of high fat and high sodium foods, such as meal flavorings, stocks, low-fat sauces, cheeses, and gravies, should be decreased.
- E.** Baking, boiling, and steaming of foods is strongly recommended over deep-frying.
- F.** Total fat intake should be kept between 20 to 35 percent of calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids such as fish, nuts, and vegetable oil.
- G.** An average of 550-750 calories per meal should be provided.
- H.** The menu cycle must be reviewed and approved by K/T AAA's Registered Dietitian. Menus should be submitted to the Registered Dietitian forty-five (45) days prior to the menu start date. Menus will be returned to the Provider at least fifteen (15) days prior to the menu start date.
- I.** Contractor shall provide a detailed nutritional meal analysis that complies with the dietary guidelines and DRI nutrition requirements as demonstrated by Table 1—Target Nutrients (below). Analysis shall be completed for each monthly meal plan and be reviewed and approved in

advance by the K/T AAA dietitian. If a nutritional analysis is not feasible, then component menu planning may be used (reference Table 2, below). Providers should focus on:

- Vitamin A
 - Vitamin C
 - Protein
 - Fat
 - Sodium
 - Fiber
- J.** Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions.
- K.** The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, and B12; calcium; chromium; copper; iron; magnesium; sodium; and zinc.
- L.** The California 1600-calorie component meal pattern has been developed to reflect the DGA requirements for those programs that are not using computerized nutrient analysis.
- M.** The ENP Provider has the discretion to allow occasional flexibility in planning requirements, with the approval of the K/T AAA dietitian. Fortified food products and combination dishes used in a menu may not match the meal pattern, but may provide for the required nutrient values. For example, a fortified snack bar as a dessert could be used to boost the nutrient value of a boxed lunch or special occasion meal.

Meal Requirements (Components)

- A.** Protein - A minimum of 2.0 ounces of cooked, edible lean meat or alternative providing at least 14 grams of protein, such as meat, fish, poultry, legumes, eggs, or cheese.
- Ground beef shall not have a fat content in excess of 20% and may be used in entrees no more than twice a week.
 - Roast meat, steak, or chops must be served once per week.
 - Poultry must be served a least once per week (necks or wings may not be used).
 - Legumes such as lima, kidney, navy, black, pinto, or garbanzo beans, lentils, black-eyed peas, and soybeans should not be

counted as both vegetable and protein and should be served as often as possible in accordance with participant acceptance.

- Meats shall be fresh or frozen and shall have been slaughtered, processed, manufactured, and packaged in plants operated under the USDA Inspection Program and must bear an appropriate seal.
- Minimum grading requirements for all grade cuts are as follows:
 - Beef - USDA Choice
 - Lamb - USDA Choice
 - Variety Meats - Grade No. 1 from USDA inspected plants
 - Poultry –USDA Grade “A”
 - Fish/Seafood - Fresh or frozen, provided that frozen items are a nationally distributed brand, packed under continuous inspection of the US Department of Interior
 - Cheese - USDA Grade “A” non-processed cheese
 - Eggs - USDA or State Graded “A”
- Breaded food portions shall contain no more than one ounce of breading in addition to the 2 ounces protein portion required. Breaded food items shall be provided not more than once per week.
- Gravies and sauces served with entrée items must be prepared using a low-sodium base.

B. Vegetables – Fresh, frozen, or canned

- Each meal must contain a minimum of 1 - 2 half-cup servings.
- Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes should total ½ cup per serving.
- Same/like vegetables should not be served on more than two days per week. Every effort should be made to serve different vegetables in each weekly meal package.
- Raw leafy vegetables (salads) should equal 1 cup if they are to be considered a serving.
- Canned vegetables shall be provided not more than twice per week.

C. Fruit – Fresh, frozen, or canned

- A serving of fruit equals:
 - 1 medium-sized whole fruit
 - ½ cup fresh, chopped, cooked, frozen, or canned drained fruit
 - ½ cup 100% fruit juice
- Fresh, frozen, or canned fruit should be packed in juice, light syrup, or without sugar.

- Canned fruit shall be provided not more than twice per week.
- D. Bread/Grains – Bread, rice, or pasta**
- Each meal must contain 1 - 2 servings of grains or enriched bread (1 oz) or bread alternate.
 - Pasta or rice must contain a ½ cup serving portion. At least half of the daily intake of grains should be from whole grains. Grains that are processed (not whole) must be fortified.
- E. Milk – Fortified skim, low fat, or buttermilk**
- Each meal shall contain eight (8) ounces of fortified skim or low-fat milk, or buttermilk.
 - Non-fat dry milk must not be reconstituted and repackaged as part of the meal package.
- F. Dessert – Optional**
- Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients.
 - Fruit should be used as a dessert as often as possible and sweets should be limited. The fruit, grains, and dairy products served as dessert can count towards the fruit, grain, or dairy requirements.
- G. Condiments and Product Substitutes**
- Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided but should not be counted as fulfilling any part of the nutritive requirements.
 - Condiments such as salad dressings, ketchup, soy sauce, mustard, and mayonnaise do not need to be counted in a menu analysis if they are served “on the side” and are not combined with the food.
- H. Sodium**
- The commitment to reduce sodium in the meals stems from the fact that nutrition-related chronic diseases remain the primary cause of death among people aged 65 and older. California has a diverse population, and Nutrition Programs in the state provide culturally appropriate meals for many ethnicities. Asian meals traditionally have higher sodium levels. Programs that choose to provide culturally appropriate meals but are concerned with the sodium content of the meals may consider:
 - Using low-sodium soy sauce or diluting soy sauce with water to produce low-sodium soy sauce;
 - Offering soy sauce as a condiment to be added by the senior;
 - Providing Nutrition Education on sodium;

- Continuing to work with the sodium levels of meals, making small steps, to reduce the risk of developing kidney stones and possibly decrease bone loss with age;
- Not providing potassium chloride salt substitutes;
- Noting meals that have more than 1000 mg of sodium on the menu as such: “This meal contains more than 1000 mg of sodium,” or using an icon denoting a high-sodium meal; and
- Using low-sodium versions of high-sodium foods when available and feasible within budget allowances.

TABLE 1 – TARGET NUTRIENT

Nutrient	Target Value Per Meal	Daily Compliance Range
Calories	>550 Kcal	> 550-700 Kcal
Protein	14 grams	14 grams (in the entrée)
Fat (% of total calories)	30%	<35% weekly average
Vitamin A (ug)	250 ug	>250 ug 3 out of 5 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B6 (ug)	0.5 mg	>0.5 mg
Vitamin B12 (ug) **	0.8 ug	0.8 ug**
Calcium (mg)	400 mg	>400 mg
Magnesium (mg)	140 mg	>140 mg
Zinc (mg)**	2.6 mg	>2.6 mg **
Sodium (mg)	< 750 mg	<1,200 mg (over, 1,000 place an icon on the menu)
Fiber (gm)	> 7 gm	> 7 gm
Potassium (gm) **	1565 mg	1565 gm**
Vitamin D	200 IU	200 IU
Vitamin E**	5 IU	Education**

* Target Value: This value represents one-third of the DRI for a 1600-calorie range. The 1600-calorie range was chosen based on the requirements for a 70-year old sedentary female.

** If these elements are not provided to the level noted as a weekly average, the program must educate the participants on how to obtain these elements. This can be recognized from the weekly meal nutrition analysis.

Note: Fortified foods should be used to meet vitamin B12 needs.

TABLE 2 - COMPONENT MENU PLANNING
State of California Component Meal Pattern Required Elements

Food Group	Required servings per meal	Serving sizes for 1600 calorie level
Lean meat or beans	1 serving	2 ounces = 1 serving

	2 ounces per meal	
Vegetable	1 – 2 servings	½ cup = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain	1 – 2 servings	1 slice Bread = 1 serving ½ cup of rice or pasta = 1 serving
Milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets, use fruit	Select foods high in fiber and low in fat and sugar

- (1) The number of servings per meal estimates provision of 1/3 of the DRIs.
- (2) Caloric value (1,600 Kcal/day) based on a 70+ year old female, “sedentary” physical activity level using Table 2 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the Dietary Guidelines for Americans, 2005.
- (3) All menus that are provided through the Nutrition Services Incentive Program, whether prepared on-site, frozen, non-perishable, boxed, or catered, must meet the same requirements.

SCOPE OF WORK: TITLE III-D: HEALTH PROMOTION/DISEASE MANAGEMENT

I. Program Goal

To support healthy lifestyles and promote healthy behaviors. Evidence-based disease prevention and health promotion programs reduce the need for more costly medical interventions. Priority is given to service elders living in medically underserved areas or who are of greatest economic need.

II. Unit of Service

One (1) contract is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings and Tulare County, based on demands of the target population.

IV. Scope of Service

A. Contractor must provide a minimum of one (1) Evidence based program that has either:

- i. Been approved by the U.S. Department of Health and Human Services (DHHS). Included below are links to the DHHS-approved evidence-based programs

- Administration on Community Living’s (ACL), Aging and Disability Evidence-Based Programs and Practices.

<http://www.acl.gov/Programs/CIP/OCASD/ADEPP/index.aspx>

- Center for Disease Control and Prevention’s(CDC), Compendium of Effective Interventions.

<http://www.cdc.gov/homeandrecreationalafety/Falls/compendium.html>

- Substance Abuse and Mental Health Services Administration’s (SAMHSA), National Registry of Evidence-Based Programs and Practices. <http://www.nrepp.samhsa.gov/>
- NIH’s Cancer Control Evidence-Based Portal, Research-tested Intervention programs. <http://rtips.cancer/rtips/index.do>

ii. Meet **all** the five criteria listed below from the ACL definition of evidence based:

- Have demonstrated through evaluation that they are effective for improving the health and well-being or reducing the disability and/or injury among older adults.
- Have been proven effective with the older adult population, having used an Experimental or Quasi-Experimental Design.
- Have research/evaluation results that have been published in a peer-reviewed journal.
- Have been implemented previously at the community level (with fidelity to the published research) and shown to be effective outside a research setting.
- Includes program manuals, guides, and/or handouts that are available to the public.

V. Evidence-Based Services

Effective July 1, 2016, Title III D funds shall only be used for health promotion programs that comply with ACL’s new evidence-based standards.

The Contractor shall select and deliver evidence-based disease prevention and health promotion services that comply with ACL’s new evidence-based program standards. Therefore a written plan for selection and delivery of services must be submitted and approved by the K/T AAA prior to delivery of services.

<p>SCOPE OF WORK: TITLE VII-B: ELDER ABUSE PREVENTION SERVICES</p>

I. Program Goal

To develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721). For more information go to:

http://www.aoa.gov/AoA_programs/Elder_Rights/EA_Prevention/index.aspx

II. Unit of Service

Elder Abuse Prevention Materials: One (1) product is counted as one (1) Service Unit
 Community Education /Training: One (1) session is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

A. Elder Abuse Prevention Materials

1. Educational materials and guidance kits distributed for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation).

B. Community Education/Advocacy/Training

1. Public education and outreach to identify and prevent elder abuse, neglect, and exploitation.
2. Public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals
3. Training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.

SCOPE OF WORK: TITLE III-E: FAMILY CAREGIVER SUPPORT PROGRAM

FAMILY CAREGIVER INFORMATION SERVICES

I. Program Goal

To increase awareness of available services for caregivers of seniors 60 years of age and older, or individuals of any age with Alzheimer’s disease and related disorders.

For more information go to:

http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx

II. Unit of Service

One (1) activity is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Program Description – Information Services

- A. Public Information on Caregiving:** Providing information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems (e.g., quarterly newsletter).

- B. Community Education on Caregiving:** Educating groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services (e.g., booth at a health fair).

FAMILY CAREGIVER ACCESS ASSISTANCE

I. Program Goal

To assist caregivers of seniors 60 years of age and older, or individuals of any age with Alzheimer's disease and related disorders in gaining access to available services.

For more information go to:

http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx

II. Unit of Service

One (1) contact is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Program Description – Access Assistance

- A. Caregiver Outreach:** Initiating one-on-one contacts with individuals to identify caregivers and encourage their use of existing caregiver support services (e.g., Caregiver InfoVan staff contacts outside of local market).
- B. Caregiving Information and Assistance:** (1) Providing caregivers with information on services available within the communities, including caregiving information related to assistive technology and caring for older individuals at risk for institutional placement. (2) Linking caregivers to the services and opportunities that are available within the communities. (3) To the maximum extent practicable, establishing adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).
- C. Caregiver Interpretation / Translation:** Providing bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver).
- D. Caregiver Legal Resources:** One-to-one guidance provided by an attorney (or person under the supervision of an attorney) in the use of legal resources and services when assisting a caregiver with caregiving-related legal issues.

FAMILY CAREGIVER SUPPORT SERVICES

I. Program Goal

To provide caregivers of seniors 60 years of age and older, or individuals of any age with Alzheimer's disease and related disorders with counseling, peer support groups and training to help them better cope with the stresses of caregiving.

For more information go to:

http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx

II. Unit of Service

One (1) hour is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Program Description – Support Services

- A. Caregiver Assessment:** Conducted by persons trained and experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their: (1) willingness to provide care; (2) duration and care frequency preferences; (3) caregiving abilities; (4) physical health, psychological, social support, and training needs; (5) financial resources relative for caregiving; and (6) strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.
- B. Caregiver Counseling:** Provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of support needed for stress, depression, and loss as a result of caregiving responsibilities. This service (1) may involve his or her informal support system; (2) may be individual direct sessions and/or telephone consultations; and (3) may address caregiving-related financial and long-term care placement responsibilities.
- C. Caregiver Peer Counseling:** Provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.
- D. Caregiver Support Group:** Provided to a group of 3 – 12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving, and to improve decision-making and problem-solving skills related to their caregiving responsibilities.
- E. Caregiver Training:** Workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled and knowledgeable

individual, to assist caregivers in developing the skills and gaining the knowledge necessary to fulfill their caregiving responsibilities; and address the areas of health, nutrition, and financial literacy.

- F. Caregiver Case Management:** Provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.

FAMILY CAREGIVER RESPITE CARE

I. Program Goal

To provide temporary relief to caregivers of seniors 60 years of age and older, or individuals of any age with Alzheimer's disease and related disorders

II. Unit of Service

One (1) hour is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Program Description – Respite Care

- A. Caregiver Respite In-Home Supervision:** Providing care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or volunteer in order to prevent wandering and health or safety incidents.
- B. Caregiver Respite Homemaker Assistance:** Providing care receiver assistance with meal preparation, medication management, using the phone, and or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.
- C. Caregiver Respite In-Home Personal Care:** Providing care receiver assistance with eating, bathing, toileting, transferring, and or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.
- D. Caregiver Respite Home Chore:** An appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.
- E. Caregiver Respite Out-of-Home Day Care:** The care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.

- F. Caregiver Respite Out-of-Home Overnight Care:** The care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.

EXHIBIT H: CULTURAL COMPETENCE AND DIVERSITY

The CONTRACTOR is encouraged to support Tulare County Health and Human Services Agency in the journey to work effectively across and among all cultures. It is the desire of HHSA that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

CONTRACTOR and K/T AAA agree that:

- **Cultural competence** is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

CONTRACTOR will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.
- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.

AGREEMENT

THIS AGREEMENT is entered into on _____, between **KINGS COUNTY**, hereinafter referred to as “County,” and **KINGS COUNTY COMMISSION ON AGING**, hereinafter referred to as “Contractor,” with reference to the following Agreement.

RECITALS:

WHEREAS, the County has entered into an agreement with the Kings/Tulare Area Agency on Aging, hereinafter referred to as the “K/T AAA Agreement” and “K/T AAA”, respectively, for the provision of services in Kings County for all the following programs and in Tulare County for Ombudsman Services:

1. Family Caregiver Support Program (Title III E)
2. Supportive Services (Title III B)
3. Ombudsman Services (Title III B and Title VII)
4. Elder Abuse (Title VII)
5. Disease Prevention / Medication Management (Title III D)
6. Nutrition Services (Title C-1, C-2)
7. Adult Day Care

Hereinafter referred to as the “Senior Services”, which are more specifically described in the Older Americans Act and Older Californians Act;

WHEREAS, County intends to enter into subcontract with KCCOA for the provision of the Senior Services required to be provided by County under K/T AAA Agreement; and

WHEREAS, K/T AAA has previously approved the County’s subcontracting for the provision of the Senior Services with KCCOA.

ACCORDINGLY, IT IS AGREED:

- 1. TERM:** This Agreement shall become effective as of July 1, 2017, and shall Terminate on June 30, 2017. No obligations may be incurred after June 30, 2018.
- 2. DEFINITIONS AND SCOPE OF WORK:** Contractor shall comply with **Exhibit A**, entitled General Scope of Work, which exhibit is incorporated into and made part of this Agreement by reference.
- 3. BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT:** Contractor shall comply with **Exhibit B**, entitled Budget Detail, Payment Provisions, and Closeout, which exhibit is incorporated into and made part of this Agreement by reference.
- 4. SPECIAL TERMS AND CONDITIONS:** Contractor shall comply with **Exhibit C**, entitled Special Terms and Conditions, which exhibit is incorporated into and made a part of this Agreement by reference.

5. ASSURANCES: As the Contractor is receiving funding from Title III, Title VII, and/or the State-Funded Consolidated Block Grant, Contractor shall comply with **Exhibit D**, entitled Additional Provisions, which exhibit is incorporated into and made a part of this Agreement by reference.

6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) exhibit, attached as **Exhibit E**, entitled HIPAA Requirements, which exhibit is incorporated into and made a part of this Agreement by reference.

7. CONTRACT AWARD AND UNITS OF SERVICE: Contractor shall be paid an amount not to exceed **FIVE HUNDRED EIGHTY THREE THOUSAND AND FOUR dollars** (\$583,004) for service categories and contracted service units that shall include, without limitation, those services as per **Exhibit F**, entitled Contracted Award and Units of Service, which exhibit is incorporated into and made part of this Agreement by reference.

8. PROGRAM SCOPE OF SERVICES: Contractor shall deliver program services that shall include, without limitation, those services and service delivery methods as per **Exhibit G**, entitled Program Scope of Services, which exhibit is incorporated into and made part of this Agreement by reference.

9. REPORTING REQUIREMENTS: The Contractor shall provide planning documents, reports, and/or data as detailed in Agreement Exhibits. The schedule for submission of these documents to K/T AAA is set forth in **Exhibit D**, entitled Additional Provisions.

10. COMPLIANCE WITH LAW: Contractor shall provide services in accordance with all applicable Federal, State, and local laws, regulations, and directives, including, but not limited to, laws regarding conflicts of interest or prohibited activities, such as Government Code sections 1090 *et seq.*, Government Code sections 81000 *et seq.* and regulations promulgated pursuant thereto by the California Fair Political Practices Commission, and Government Code sections 16645 *et seq.* (influencing union organization activities). With respect to Contractor's employees, Contractor shall comply with all laws and regulations pertaining to wages and hours, State and Federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. If Contractor is an individual or sole proprietorship, this Agreement is subject to the Independent Contractor reporting requirements of Unemployment Insurance Code section 1088.8. In such case, Contractor shall accurately fill out and complete the California Unemployment Development Department's form DE-542 ("Report of Independent Contractor[s]") and submit it to County at the time this Agreement is executed by Contractor. Failure to provide form DE-542 with complete information by the time specified may, at County's option, prevent approval of this Agreement by County, or may be grounds for its termination by County, and County reserves the right to offset the amount of any fines or penalties imposed on County against any sum due or to become due.

11. INSURANCE: CONTRACTOR shall provide and keep in force during the term of this Agreement, at no expense to County, insurance coverage as detailed in **Exhibit C**, entitled Special Terms and Conditions.

12. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is entered into by both parties with the understanding that Contractor will perform all services required under this Agreement as an Independent Contractor. Nothing in this Agreement shall be construed to constitute in Contractor or any of its agents, employees, or officers as an agent, employee, or officer of County, and Contractor shall advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of County. Subject to any performance criteria contained in this Agreement, Contractor shall be solely responsible for determining the means and methods of performing the specified services, and County shall have no right to control or exercise any supervision over Contractor as to how the services will be performed. As Contractor is not County's employee, Contractor is responsible for paying all required State and Federal taxes. In particular, County will not:

1. Withhold FICA (Social Security) from Contractor's payments.
2. Make State or Federal unemployment insurance contributions on Contractor's behalf.
3. Withhold State or Federal income tax from payments to Contractor.
4. Make disability insurance contributions on behalf of Contractor.
5. Obtain unemployment compensation insurance on behalf of Contractor.

B. Notwithstanding this Independent Contractor relationship, County and K/T AAA shall have the right to monitor and evaluate the performance of Contractor to assure compliance with this Agreement.

13. INDEMNIFICATION: The CONTRACTOR agrees to indemnify, defend, and save harmless County, K/T AAA and County of Tulare, and their officers, agents, and employees from any and all claims and losses, including any costs or expenses incurred by County K/T AAA and County of Tulare, accruing or resulting to any contractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this contract were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the CONTRACTOR in the performance of this contract, except where such indemnification is prohibited by law.

14. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between Contractor and County, and no prior or oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties. Should there be any conflict between the terms of this Agreement and any of the exhibits, the terms of this Agreement shall control.

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

16. NOTICES:

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

Contractor:

KINGS COUNTY COMMISSION ON AGING

10953 14th Ave

Armona, Ca 93202

Fax No.: (559) 582-9627 Phone No.: (559) 582-3211 ext. 4848

County:

KINGS COUNTY

1400 W. Lacey Blvd Bldg. 8

Hanford, Ca. 93230

Fax No.: (559)582-9627 Phone No.: (559)582-3211

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

17. CONSTRUCTION: This Agreement reflects the contributions of both parties and, accordingly, the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

18. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

19. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Contractor waives the removal provisions of California Code of Civil Procedure section 394.

20. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

21. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

23. FURTHER ASSURANCES: In addition to those assurances as set forth in **Exhibit D**, each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this Agreement.

24. ASSURANCES OF NON-DISCRIMINATION: Contractor shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by State or Federal law or regulation.

25. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided for in this Agreement, County is relying on the personal skill, expertise, training, and experience of Contractor and Contractor's employees, and no part of this Agreement may be assigned or subcontracted by Contractor without the prior written consent of County. Furthermore, the Contractor shall monitor, evaluate, and document the performance of any and all subcontractors.

26. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

27. SOFTWARE WARRANTY: Contractor warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software shall not cause incorrect scheduling or reporting or other improper operations or results.

28. LICENSING AND CERTIFICATION: Contractor represents that it maintains necessary licensing and certification to provide the services under this Agreement and agrees to notify County immediately should that status cease or should any action be initiated that may affect that status.

29. EQUIPMENT:

A. All equipment and/or non-expendable personal property (herein collectively referred to as "equipment") purchased out of revenues provided under this Agreement shall be the property of the K/T AAA, and shall be managed in accordance with requirements defined in **Exhibit C**. If the cost of such equipment exceeds in whole or in part **FIVE HUNDRED DOLLARS (\$500.00)**, Contractor shall request written pre-approval by the K/T AAA before acquisition. K/T AAA may approve or deny each such request. None of the equipment described in this paragraph, or any equipment owned by K/T AAA in possession of Contractor, may be sold, leased, rented, exchanged, licensed, loaned, or encumbered in any way without prior written permission from K/T AAA. The K/T AAA retains the right of final approval on all equipment transfers.

B. Contractor shall maintain all equipment in good operating condition and shall be

responsible for all costs of maintenance and/or repair necessary to maintain said equipment in good operating condition for the normal life of the equipment. Contractor shall further arrange for adequate security measures to protect said equipment from loss or damage due to theft or vandalism, and for self-insurance, which shall name County and K/T AAA as additional insured and which shall be of sufficient coverage to provide for the replacement value of any said equipment due to damage or loss because of fire, vandalism, theft, or negligence.

30. CONFLICT OF INTEREST:

A. Contractor agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interests, including, but not limited to, Government Code section 1090, *et seq.*, and the Political Reform Act, Government Code section 18000 *et seq.* and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including Contractor for this purpose, from the making of any decision on behalf of County in which such officer, employee, consultant, or Contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, consultant, or Contractor participates in or influences any County decision that has the potential to confer any pecuniary benefit on Contractor or any business firm in which Contractor has an interest, with certain narrow exceptions.

B. Contractor agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interest law, it will immediately inform the County designated representative and provide all information needed for resolution of this question.

31. NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS: By signing this Agreement, Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; section 504 of the Rehabilitation Act of 1963 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977 as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code section 51 *et seq.*, as amended; California Government Code sections 11135-11139.5, as amended; California Government Code section 12940, subdivisions (c), (h)(1), (i) and (j); California Government Code section 4450; Title 22 of the California Code of Regulations sections 98000-98413; Title 24 of the California Code of Regulations, section 3105A(e)l, the Dymally-Altore Bilingual Services Act (California Government Code sections 7290-7299.8); section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and the Contractor hereby gives assurance that administrative methods/procedures that have the effect of subjecting individuals to discrimination will be

prohibited.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized County, State, and Federal government personnel, during normal working hours, to review such books and accounts as needed to ascertain compliance. If there are any violations of this assurance, the State shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider of services, as long as it receives Federal or State assistance.

32. AVAILABILITY OF FUNDS: Independent of any other right to terminate set forth in this Agreement, because this Agreement is entered into with the anticipation of certain funds being available, either locally or from the State or Federal governments, if such funding, for any reason, is no longer available, or in the event that County determines that it does not have adequate funding, this Agreement shall terminate by County giving written notice of immediate termination or otherwise specifying the effective date of termination.

33. GRIEVANCE POLICY: Contractor agrees to document, investigate, and resolve any and all client or potential client complaints relating to K/T AAA services. The Contractor will ensure compliance with the K/T AAA Client Complaint and Grievance Procedure, and ensure that any client complaints are referred to the K/T AAA in accordance with the procedure.

34. TRANSITION PLAN: In the event of termination per **Exhibit C**, the Contractor will develop a Transition Plan as required in **Exhibit D**.

35. CULTURAL COMPETENCE AND DIVERSITY: Contractor shall comply with the Cultural Competence exhibit, as set forth in Exhibit H attached hereto and incorporated here in by this reference.

36. STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS: Contractor shall comply with the State of California's General Terms and Conditions standard contract language, available for reference at:

<http://www.documents.dgs.ca.gov/pd/traffic/wsca/participatingaddendum/UPSGTC610.pdf>

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

REVIEWED AND RECOMMENDED
FOR APPROVAL

By: _____
Sanja K. Bugay, Director Date
Kings County Human Service Agency

COUNTY OF KINGS

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

APPROVED

By: _____
K/T AAA Date

ATTEST

By: _____
Catherine Venturella Date
Clerk to the Board of Supervisor

APPROVED AS TO LEGAL FORM:
Colleen Carlson
County Counsel

By: _____
Juliana F Gmur, Deputy Date

APPROVED AS TO ACCOUNTING
FORM:

By: _____
Hal Hunter, Deputy Director Date
Kings County Human Services Agency

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

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EXHIBIT A: GENERAL SCOPE OF WORK

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Child** means an individual who is not more than 18 years of age or who is an individual with a disability. [OAA §372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population** for Title III B and D means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA §305(a)(2)(E)][22 CCR §§7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA §305(a)(2)(E)][22 CCR §§7125, 7127, 7130, 7135 and 7638.7]

Individuals eligible to receive a meal at a congregate nutrition site are:

- A. Any older individual.
 - B. The spouse of any older individual.
 - C. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - D. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
5. **Eligible Service Population for Title III E** means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA §302(3)]
 6. **Grandparent or Older Individual Who is a Relative Caregiver** means a

grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who: [OAA §372(a)(2)(A)-(C)]

- A. Lives with the child;
 - B. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - C. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally
7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with Severe Disability(ies)** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities. [OAA §102(a)(48)]
9. **In-Kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by the AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
13. **One-Time-Only Funds** means:
- A. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR §7314(a)(6)]

- B. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the CDA [22 CCR §7314(a)(7)]
 - C. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process [22 CCR §7314(a)(8)]
14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services, including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
 15. **Priority Services for Title III E** means services provided to family caregivers who care for individuals with Alzheimer’s disease or related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities. [OAA §372(b)(1)-(2)]
 16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
 17. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities. Program income is:
 - A. Voluntary contributions received from a participant or other party for services received.
 - B. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - C. Royalties received on patents and copyrights from contract-supported activities.
 - D. Proceeds from sale of items fabricated under a contract agreement.
 18. **Program Requirements;** means Title III program requirements found in the Older Americans Act (OAA 42 USC §§3001-3058); the Code of Federal Regulations (45 CFR §1321); the California Code of Regulations (22 CCR §7000 et seq.); and California Department of Aging (CDA) Program Memoranda.
 19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Program Information Systems (NAPIS) categories and the

National Ombudsman Reporting System (NORS). [OAA § 321(a)]

20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010. To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria:
 - A. Be open to the public. [45 CFR § 1321.53(b)(3)]
 - B. Not means test. [OAA § 315(b)(3)]
 - C. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)][Title 22 CCR § 7638.9]
 - D. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR § 200.403(f)]
 21. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals, including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.
 22. **Title III D (Disease Prevention and Health Promotion Services)** means program activities that have been demonstrated through rigorous evaluation to be evidence-based and effective. Programs may include a variety of activities to maintain or improve the physical, mental, and nutrition health of older persons.
 23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
 - A. Information Services
 - B. Access Assistance
 - C. Support Services
 - D. Respite Care
 - E. Supplemental Services
- B. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)
1. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(a)(35), 321(a)(10)][WIC § 9701(b),(e)]

The Local Ombudsman Program may serve residents under 60 years of age if:

- A. A majority of the residents of the facility where the younger person resides are over age 60, and
- B. Such service does not weaken or decrease service to older individuals covered by the Older Americans Act.

[Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996]

2. **Local Ombudsman Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meets the State Ombudsman's criteria for designation and concurrence. [OAA §§712(a)(5)(A), 712(h)(5)][WIC §§ 9701(d), 9719]

3. **Local Ombudsman Program** means either a program of the Area Agency on Aging (AAA) or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area (PSA). The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§711(3), 712(a)(5)(D)][WIC §9701(a)]

4. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the OSLTCO is responsible for activities that promote the development, coordination and utilization of Ombudsman services. The OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the State. The OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§712(a)(1)(A), 712(a)(3)(C)&(F), 712(h)][WIC §§9710, 9716, 9717]

5. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established

by the State Ombudsman to serve as a representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass State and federal criminal background clearance, complete a minimum of 36 hours of training, and complete a mentorship in accordance with policies and procedures established by the State Ombudsman. [OAA §§711(5), 712(a)(5)(A), 712(h)(5)][WIC §§9712.5, 9719]

6. **State Long-Term Care Ombudsman Program** means the CDA program recognized by the State Legislature and in compliance with Older Americans Act and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA §712(a)(1)(B)][WIC §9700]

7. **State Ombudsman** means the individual who serves as the full-time head of the Office of the Long-Term Care Ombudsman (OSLTCO). The State Ombudsman is appointed by the CDA director and reports directly to this Director. With the participation of the Area Agencies on Agings (AAAs), the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAAs responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA §§712(a)(2)(3), 712(a)(5)(D)(ii), 712(e)][WIC §§9701(f), 9711]

C. DEFINITIONS SPECIFIC TO TITLE VII-B (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES – PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND EXPLOITATION)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) [42 U.S.C. §3058i] [OAA §721], including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation.
2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals.
3. Ensuring the coordination of services provided by area agencies on aging (AAAs) with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction.
4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the Planning and Service Area (PSA).

5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs.
6. Conducting training for individuals, including caregivers described in Part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.
7. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims.
8. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the CDA to be appropriate.

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA §306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the County and K/T AAA. A service unit reduction of greater than 10 (10%) percent requires written approval from the County and K/T AAA. A service unit reduction of greater than 20% (20%) is a major change that effects Area Plan goals and objectives and requires Area Plan Amendment. [22 CCR §7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the County and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent state and federal laws and regulations, including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under the OAA §306(a)(2) and 22 CCR §7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:

- A. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - B. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
 6. Meet the requirements under the OAA §301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
 7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).
 8. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).
 9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).
 10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA §721.
 11. Enter into contracts with sub-contractors, which require them to provide services pursuant to Title 22 CCR Sections 7352 through 7364. The Contractor shall ensure all applicable provisions required within this Agreement are included in the subcontract(s).
 12. Review, approve and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 13. Monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR §200.331] Onsite program monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year. Onsite Fiscal monitoring will be conducted every two years for all programs including Title III C-1 and Title III C-2.
 14. Monitor nutrition programs. Non-food preparation congregate dining sites must be

inspected using a standardized procedure developed by K/T AAA that assures all sites are seen systematically. The K/T AAA Registered Dietitian (RD) will physically inspect each food preparation site and non-food preparation congregate dining site on a quarterly basis. K/T AAA policies and procedures include the following:

- A. Inspection of non-food preparation nutrition sites at least quarterly.
 - B. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - C. Inspection of central kitchen sites annually on-site. [22 CCR §7634.3(d)]
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
 16. Provide support and technical assistance to sub-contractor(s) and respond in writing to all written requests for direction, guidance, and interpretation of instructions, to include client and performance data.
 17. Distribute and maintain up-to-date CDA and K/T AAA requirements so that all responsible persons have ready access to standards, policies, and procedures.
 18. Provide program information and assistance to the public.
 19. The K/T AAA maintains a four-year Area Plan, with annual updates, as specified in Title 22 CFR, Sections 7300 through 7320. The Contractor will provide all information when requested by the K/T AAA for inclusion in each annual Area Plan update.
 20. Maintain a program data collection and reporting system consistent with K/T AAA requirements as specified in Exhibit D.
 21. Contract Title III case management services only to a public or non-profit agency, as required by the 42 United States Code §3026(a)(8)(C).
 22. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA, as specified in 42 USC §3026(a)(8)(C)(i)-(iii).
 23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC §3026(a)(3)(B)
 24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in

accordance 22 CCR §7638.7(a)(1)-(4).

25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR §7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR §7638.7(b)(2)]
 26. Provide a home-deliver meal to an eligible individual who is:
 - A. An older individual who is frail as defined by 22 CCR §7119, and homebound by reason of illness, disability, or isolation.
 - B. A spouse of a person in 22 CCR §7638.7(c)(1), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 - C. An individual with a disability who reside at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
 - D. Priority shall be given to older individuals identified in 22 CCR §7638.7(c)(1).
 27. Report a meal only once either as a Title III meal or a Title VI meal.
 28. Adhere to 48 CFR §3.908 implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections”, of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this agreement.
 29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage”, “spouse”, “family”, “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 §3 of the Defense of Marriage Act]
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare, and rights of residents. [OAA

§712(a)(5)(B)(i)][WIC §§9701(a), 9712.5(b)]

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA §712(a)(5)(B)(ii)][WIC §9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated, the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA §712(a)(5)(B)(iii)][WIC §§9701(a), 9712.5(a)]
4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. [WIC §15630 et. seq.]
5. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC §1289] [PC §4675, PC §4700 et seq.]
6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit D of this contract. [OAA §712(c)][WIC §9716(a)]
7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA §712(a)(5)(B)(iv)][WIC §9712.5(e)]
8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA §712(a)(5)(B)(v)][WIC §9712.5(g)(i)]
9. Support the development of resident and family councils. [OAA §712(a)(5)(B)(vi)][WIC §9726.1(a)(3)]
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services: [OAA §712(a)(5)(B)(vii)]
 - A. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA §712(a)(3)(D)][WIC §9712.5(d)(1)]
 - B. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [WIC §9726.1(a)(1)]
 - C. Promote visitation programs and other community involvement in long-term care facilities within the service area. [WIC §9726.1(a)(2), (4)]
 - D. Establish (in addition to support) resident, family and friends' councils. [WIC

§9726.1(a)(3)]

- E. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [WIC §9726.1(a)(5)]
 - F. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [WIC §9712.5(a)(2)]
11. Ensure that the Local Ombudsman Program in accordance with policies and procedures established by the State Ombudsman will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.
 12. Review and approve claims for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.
 13. Submit monthly fiscal documents to the K/T AAA, for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.

The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following: (OAA721)

1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensure the coordination of services provided by AAA's with services instituted under the State adult protective services program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
5. Conduct analysis of local Adult Protective Services and Long-term care Ombudsman information concerning elder abuse, neglect, and identifying unmet service, enforcement, or intervention needs;
6. Conduct training for individuals, including caregivers described in part III of Title III, professionals and paraprofessionals, in relevant fields on the identification, prevention and treatment of elder abuse, neglect, and exploitation with particular focus on prevention and enhancement of self-determination and autonomy;
7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect and exploitation, on the topics of self-determination, individual rights, State and Federal requirements concerning

confidentiality, and other topics determined by the CDA to be appropriate.

EXHIBIT B: BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage –
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) –
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging –
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR §599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. The County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the County, to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[2 CFR Part 200]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in [45 CFR §92.2 (governmental) or 45 CFR §74.21] (non-profits) as well as those stipulated in [2 CFR §200.302]

Financial management:

- A. Financial Reporting
- B. Accounting Records
- C. Complete Disclosure
- D. Source Documentation
- E. Internal Control
- F. Budgetary Control
- G. Cash Management (written procedures)
- H. Allowable Costs (written procedures)

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the County immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the County, and the Contractor has received an executed contract.

4. Funding Reduction(s)

A. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature or Congress for the purposes of this program, the County shall have the option to either:

- a. Terminate the Contract pursuant to Exhibit C, Article XII, A of this agreement, or
- b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

B. In the event that the County elects to offer an amendment, it shall be mutually understood by both parties that (1) the County reserves the right to determine which contracts, if any, under this program shall be reduced, and (2) some contracts may be reduced by a greater amount than others, and (3) that the County shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to County. Interest amounts up to \$500 per year may be retained by the Contractor and Subcontractors for administrative expense. [2 CFR §200.305(b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR §200.305(8)]

A. The Contractor receives less than \$120,000 in federal awards per year.

B. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.

C. The depository would require an average or minimum balance so high that it

would not be feasible within the expected federal and non-federal cash resources.

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

G. One-Time-Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the County. All contracts shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR §7352 or through a non-competitive award pursuant to Title 22 CCR §7360
3. Title III and VII federal Program OTO funds shall be used for the following purposes:
 - A. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - B. Home and community-based projects that are approved in advance by the K/T AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

C. Innovative pilot projects that are approved in advance by the K/T AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR §1321.53(a)(b)]

D. OTO funds can be used to maintain or increase baseline services. However, K/T AAA shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance approval from the CDA.

4. Nutrition Services Incentive Program (NSIP) OTO funds shall be used to purchase food used in the Elderly Nutrition Program.

H. Matching Contributions

Matching Contributions means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

ARTICLE II. BUDGET AND BUDGET REVISION

A. The Contractor shall be compensated for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in G.1 of this Article and shall not be entitled to payment for these expenses until this Agreement and budget have been approved and executed by County.

B. The budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
2. Fringe Benefits
3. Contractual Costs – subcontract and consultant cost detail.

4. Indirect Costs
 5. Rent – specify square footage and rate.
 6. Supplies
 7. Equipment – detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs
 10. Other Costs – A detailed list of other operating expenses.
- C. The Contractor shall submit electronically the original budget in the format provided by the County by the due date specified by the County.
- D. The Contractor shall submit electronically a budget revision in the format provided by the County by the due date specified by the County with changes in funding levels, unless otherwise instructed by County.
- E. Line Item Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. Transfers must be approved in advance by the County.
 2. The Contractor shall submit a revised budget to the County for any line item transfer of funds which exceeds 10 percent (10%) of the total budget for each funding source. [Title III B, C-1, C-2, D, E] [Title VIIA and B]
 3. The Contractor shall maintain a written record of all budget changes and clearly document line item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the County upon request and shall be maintained in the same manner as all other financial records.
- F. Allocation Transfers
1. Requests to transfer federal or state funds shall be submitted to the County for approval with the original or revised budget.
 - A. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA §308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA §308(b)(4)(A).

B. Transfer of state funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.

2. Approved transfers and budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

G. Matching Requirements

1. The required minimum administration matching contributions for Title III B, III C, & III E is 25 percent (25%).
2. The required minimum program matching contributions for Title III B, III C, & III D is 10.53 percent (10.53%).
3. The required minimum program matching contribution for Title III E is 25 percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and state funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10.53 percent (10.53%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III, at least 25 percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA §373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to 20 percent (20%) of the total Title III E federal and matching non-federal share.

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 10 percent (10%) of Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding 10 percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration". "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR §200.414]
5. Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to the Agreement.

ARTICLE III. PAYMENTS

- A. The Contractor shall prepare and submit by the 10th of each month to the County, in electronic format, a monthly expenditure report and request for funds in the format provided by the County.
- B. Funds shall be requested in the month following the month of reported services and expenditures.
- C. The County shall review requests for payment to ensure consistency with the approved budget and service units reported.
- D. The County may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the County determines that the financial management standards are met.
- E. Advance payments will not be made.

ARTICLE IV. CLOSEOUT

- A. A Financial Closeout Report and Report of Property Purchased with Agreement Funds shall be submitted annually to the County and K/T AAA. All reports are due in the format

provided by the K/T AAA within fifteen (15) calendar days after the end of the fiscal year, unless otherwise specified by the County and K/T AAA. If a contract is terminated prior to the end of the contract period, all reports are due within thirty (30) calendar days following the termination date of the contract.

- B. Funds will be reduced proportionately to maintain the required matching ratios if Contractor fails to report sufficient match.

EXHIBIT C: SPECIAL TERMS AND CONDITIONS

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. The term “Agreement” or “Contract” shall mean the standard County agreement, and all exhibits (if appropriate), amendments and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the legal entity that receives funds from the County under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “Data Universal Numbering System (DUNS) number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “HSC” means California Health and Safety Code.
8. “PC” means California Probate Code.
9. “OMB” means Office of Management and Budget.
10. “PCC” means the Public Contract Code.
11. “Reimbursable item” also means “allowable cost” and “compensable item.”
12. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
13. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in the Agreement.
14. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.
15. “U.S.C.” means United States Code.
16. “Welf. & Inst. Code” or “WIC” means Welfare and Institutions Code

17. "K/T AAA" means Kings/Tulare Area Agency on Aging.

B. Resolution of Language Conflicts

The Contractor shall comply with all applicable program memos and other guidance issued by the CDA. In the event of conflict between the program memos and/or other CDA guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.

In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:

1. Standard County Agreement and any amendments thereto;
2. General Scope of Work, Exhibit A;
3. Special terms and Conditions, Exhibit C;
4. Budget Detail, Payment Provisions and Closeout, Exhibit B, and Additional Provisions, Exhibit D, and
5. Program Scope of Work, Exhibit G
6. Any other documents incorporated herein by reference.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedures, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d; 45 CF. Part 80), which prohibits recipients of Federal financial assistance from discriminating against persons of race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Government Code §§11135-11139.5, and 22 CCR §98000 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. The Contractor assures the County and K/T AAA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 U.S.C. §12101 et seq.]

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County, and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make a commission in payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and Federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with subcontractors:
 - A. Copeland “Anti-Kickback” Act [18 U.S.C. §874, 40 U.S.C. §276c] [29 CFR, Part 3].
 - B. Davis-Bacon Act [40 U.S.C. §276a to 276a-7][(29 CFR, Part 5].
 - C. Contract Work Hours and Safety Standards Act [40 U.S.C. §327-333] [29 CFR, Part 5, 6, 7, 8]
 - D. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR, Part 60].
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property to the benefit of the owner except where permitted by law and by the CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the County before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all

applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 U.S.C. §7401].
2. Clean Water Act, as amended [33 U.S.C. §1251].
3. Federal Water Pollution Control Act, as amended [33 U.S.C. §1251, et seq.].
4. Environmental Protection Agency Regulations [40 CFR, Part 29 and Executive Order 11738].
5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]
 - B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - D. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
2. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractors.
3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the County a copy of an

approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the County an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders, must also identify the action taken.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the K/T AAA for training and meetings that the K/T AAA may find necessary from time to time.

M. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of the Agreement with the County until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

N. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid

to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connections with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. The Commission, and its Subcontractors/Vendors, shall comply with the Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing Items colloquially known as "S.W.A.G." or "stuff we all get."

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the Kings County 1400 W. Lacey Blvd Bldg 8, Hanford 93230

ARTICLE IV. COMMENCEMENT OF WORK

The Contractor shall not begin work in advance of receipt of the approved contract. If the contract is not approved and the Contractor has begun work, the Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. The County has no legal obligation unless and until the contract is approved.

ARTICLE V. SUBCONTRACTS

- A. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting open and competitive process, and any protests resulting from the process. At a minimum, the procedures shall include the requirements set forth in 22 CCR §7352. The only exception is contained in 22 CCR §7360(a). A Contractor issuing a noncompetitive award must comply with 22 CCR §7360(b)(c)(d).

- B. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- C. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of the exhibit. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the County, K/T AAA or State.
- E. Copies of subcontracts, Memoranda, and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of County.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this exhibit.
- G. The Contractor shall require language in all subcontractor to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.
- H. The Contractor shall complete all reporting and expenditure documents requested by the County and K/T AAA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the K/T AAA.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the County for review and approval
 - 1. The Request For Proposal (RFP) or Invitation For Bid (IFB)
 - 2. All bid proposals received
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the K/T AAA for training and meetings that the K/T AAA may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133] in making a determination of whether a subcontractor relationship exists. If such a relationship exists then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records, which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the Financial Closeout Report to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the County and K/T AAA. All records pertaining to this Agreement must be made available for inspection and audit by the County and K/T AAA or its duly authorized agents, at any time during normal business hours.

All such records must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (3) for such longer period as the County deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A of this Article, above. The Contractor shall ensure that any resource directories and all client records remain the property of the County upon termination of this Agreement, and are returned to the County or transferred to another Contractor as instructed by the County.

- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the state under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least 1 year.
 - 2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
 - 3. Is used to conduct business under this Agreement.
- C. Additions, improvements, and betterments to assets meeting all of the above conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g.,

computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- E. The Contractor shall keep track of property purchased with funds from this agreement, and submit to the County and K/T AAA, annually with the final closeout, in electronic form, a cumulative inventory of property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The contractor shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the K/T AAA.

The Contractor shall record the following information when property is acquired:

1. Date acquired
2. Item description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)
5. Purchase cost or other basis of valuation
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the K/T AAA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the K/T AAA. The Contractor shall e-mail to the K/T AAA the electronic version of the Request to Dispose of Property (CDA 248). The K/T AAA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from the K/T AAA, the item(s) shall be removed from the Contractor's inventory report.
2. Contractor must remove all confidential, sensitive, or personal information from K/T AAA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulations or as otherwise agreed by the Parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from the K/T AAA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the K/T AAA. The County reserves the right to require the Contractor to transfer such property to another entity, or to the K/T AAA.
- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the County will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the K/T AAA for other purposes, in this order:
 - 1. Another K/T AAA program providing the same or similar service
 - 2. Another K/T AAA-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County and K/T AAA. As a condition of the approval, the County may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement

ARTICLE VIII. ACCESS

The Contractor shall provide access to the County and K/T AAA, federal or state contracting agency, California State Auditor, the Comptroller General of the United States, or any of their duly authorized federal or state representatives to any books, documents, papers, and records, of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized County and K/T AAA representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, and procurement audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the County and K/T AAA in the monitoring, and evaluation processes, which includes making any administrative program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

ARTICLE X. AUDITS

- A. Contractors that expend \$750,000 or more in Federal funds will arrange for an audit to be performed as required by the Single Audit Act of 1984, (Public Law 98-502); Single Audit Act Amendments of 1966,(Public Law 104-156); 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to:

Kings/Tulare Area Agency on Aging
5957 S. Mooney Blvd.
Visalia, California
93277

The copy shall be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the fiscal year audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of

Expenditures of Federal Awards” (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

B. This section B applies only to Title III and Title VII

The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII, Chapter 3-Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-B)
- 93.042 Special Programs for the Aging-Title VII, Chapter 2-Long Term Care Ombudsman services for Older Individuals (Title VII-A)
- 93.043 Special Programs for the Aging-Title III, Part D-Disease Prevention and Health Promotion Services (Title III-D)
- 93.044 Special Programs for the Aging- Title III, Part B- Grants for Supportive Services and Senior Centers (Title III-B)
- 93.045 Special Programs for the Aging-Title III, Part C-Nutrition Services (Title III-C)
- 93.052 National Family Caregiver Support-Title III, Part E
- 93.053 National Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. “Other Clusters” are as defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of a cluster of programs. When designating an “other cluster,” a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A cluster of programs shall be considered as one program for determining major programs, as described in 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations).

C. The Contractor shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit and general ledgers. The reconciliation shall be maintained and made available for County review.

- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that a subcontractor expending \$750,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of 2 CFR Part 200.501 to 200.521 [formerly OMB Circular A-133] as summarized in D and E of this Article.
 2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action.
 3. Reconciling expenditures reported to the County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the County must be accomplished through the performance of alternative procedures (e.g., risk assessment [2 CFR §200.331]; documented review of financial statements; and documented expense verification, including match; etc.).
 4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:
 - A. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - B. Records that identify adequately the source and application of funds for each federally funded activity.
 - C. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - D. Comparison of expenditures with budget amounts for each federal award.
 - E. Written procedures to implement the requirements of 2 CFR Part 200.305
 - F. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E – Cost Principles
 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- E. The Contractor shall ensure that subcontractor's single audit reports meet 2 CFR Part

200, Subpart F Audit Requirements [formerly OMB Circular A-133] requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor’s report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR § 200.512]
 2. Properly procured – use procurement standards provided for auditor selection. [2 CFR § 200.509]
 3. Performed in accordance with Generally Accepted Government Auditing Standards [2 CFR § 200.514]
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR § 200.515]
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Requirements identified in D and E of this Article shall be included in contracts with subcontractors. Further, the subcontractor shall be required to include language in its contracts with the independent auditors that the auditor will comply with all applicable audit requirements/standards. County and K/T AAA shall have access to all audit reports and supporting work papers County and K/T AAA has the option to perform additional work, as needed.
- G. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed for all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; amounts of match verified; resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making the determination; whether audit findings were issued, and if applicable issuance date of management letter; and any communication or follow-up performed to resolve the findings.
- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, is allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - A. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - B. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards; paid for and arranged by the pass-through entity; and limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR Part 200.425]
- I. The Contractor shall cooperate with and participate in any further audits which may be required by the state, County, K/T AAA.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
 2. Comprehensive Automobile Liability Insurance, including non-owned auto liability, of \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission on General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - A. \$750,000 if seating capacity is under 8
 - B. \$1,500,000 if seating capacity is 8 – 15
 - C. \$5,000,000 if seating capacity is over 15.
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or

Errors and Omissions Insurance.

- B. The insurance will be obtained from an insurance company acceptable to the County and K/T AAA and the County of Tulare Risk Manager (or designee). The County, K/T AAA and the County of Tulare Risk Manager (or designee) must approve any deductible or self- insured retention that exceeds \$100,000.
- C. Evidence of insurance shall be in a form and content acceptable to County and K/T AAA and the County of Tulare Risk Manager (or designee) Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-) from a company admitted to do business in California. Any waiver of these standards is subject to approval by the County, K/T AAA and the County of Tulare Risk Manager (or designee).
- D. The Contractor shall notify the County and K/T AAA within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. The Certificate of Insurance for General Liability and Comprehensive Automobile Liability Insurance must meet the following requirements:
 - 1. Name County, K/T AAA and the County of Tulare, its officers, agents, employees and volunteers, individually and collectively, as additional insured by endorsement to the policy.
 - 2. State that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by County, K/T AAA and the County of Tulare shall be excess.
 - 3. K/T AAA shall be named as the certificate holder and K/T AAA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. Coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to County and K/T AAA and the County of Tulare, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the County, K/T AAA and the County of Tulare, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided here in for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Count may, in addition to other remedies it may have, terminate this Agreement.
- G. Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate

insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the County or K/T AAA, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.

- H. Prior to approval of this Agreement by the County, the Contractor shall file with the County, K/T AAA and the County of Tulare, certificates of insurance with the original endorsements effecting coverage in a form acceptable to the County and K/T AAA. The County, K/T AAA and the County of Tulare reserves the right to require certified copies of all required insurance policies at any time.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement [Labor Code Section 3700].

The Certificate of Insurance for Workers Compensation must include a Waiver of Subrogation. Contractor waives all rights against County, K/T AAA and the County of Tulare and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability by endorsement to the policy.

- J. The entity providing Ombudsman services must be insured or self-insure for professional liability covering all Ombudsman activities, including, but not limited to, investigation of patient complaints.

ARTICLE XII. TERMINATION

A. Termination Without Cause

The County may terminate performance of work under this Agreement in whole or in part, without cause, if the County determines that a termination is in the County's interest. The County may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the notice. The Contractor shall submit to the County a Transition Plan as specified in Exhibit D. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

The County may terminate, in whole or in part, for cause the performance of work under this Agreement. The County may terminate the Agreement upon thirty (30) days written notice to the County. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to the threat to life, health or safety of the public and in that case the termination shall take effect immediately. The Contractor shall submit to the County a Transition Plan as specified in Exhibit D. The grounds for termination for cause will include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately;
2. A violation of the law or failure to comply with any condition of this Agreement;
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement;
4. Failure to comply with reporting requirements;
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the County or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources;
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor;
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income;
9. The commission of an act of bankruptcy;
10. Finding of debarment or suspension;
11. The Contractor's organizational structure has materially changed;
12. The County determines that a Contractor may be considered a "high risk" agency as described in 45 CFR Part 92.12 local government and 45 CFR Part 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination; and except as directed by the County, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause.

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the County, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the County or upon thirty (30) days written notice to the County.

In case of voluntary termination, the Contractor shall allow the County up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit D of this agreement.

- F. In the event of a termination the County will present written notice to the Contractor of any condition such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the County as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify the County immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved as required by the County amendment process. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The County reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions, enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the County for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the County Human Services Agency on the Contractor's letterhead.
- C. All other notices shall be addressed to the Kings County, 1400 W. Lacey Blvd., Bldg. 8, Hanford, CA 93230. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. K/T AAA CONTACT

- A. The County will provide the Contractor with the name of the County's contact to request revisions, waivers, or modifications affecting this Agreement, upon full execution of this Agreement.
- B. The Contractor shall designate an individual to serve as the primary point of contact for County. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e. public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 5300-5365.3, GC Section 11019.9, Department of General Services (DGS) Management Memo 06-12, Department of Finance (DOF) Budget Letter (06-34), and Program Memorandum 07-18 Protection of Information Assets.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services.
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristics assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the County without prior written authorization from the County. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Commission's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resuorces> within 30 days of the start date of the Contract/Agreement, within 30 days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Commission must maintain certificates of completion on file and provide them to the CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA (Exhibit E) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to Government Code §11019.9 and to the contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the contract.

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA

1024 form. This is to ensure that Contractor/Vendors are aware of, and agree to

comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or is lost, or stolen. The Contractor must report all security incidents to the County immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore the system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State and County reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of the County. The County shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of the County, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the County. That consent shall be given, or the reasons for denial shall be given and any conditions under which it is given or denied, within thirty (30) days after the written request is received by the County. The County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs, or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to

contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a Statewide basis.

3. Subject only to the provisions of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and Federal law, all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state “The materials or product were a result of a project funded by a contract with the California Department of Aging”; (b) give the name of the entity, the address, and the telephone number at which the supporting data is available; and (c) include a Statement that “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

[GC §§11135-11139.5][Title 22 CCR Sections 98211, 98310-98314, 98324-98326, 98340-98370]

A. Needs Assessment

1. The Contractor will assist the County and K/T AAA in conducting a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Sections 98310 and 98314)

The group-needs assessment shall take into account the following four factors:

- A. Number or proportion of persons with Limited English Proficiency (LEP) speaking persons eligible to be served or encountered by the program.
- B. Frequency with which LEP individuals come in contact with the program.
- C. Nature and importance of the services provided.
- D. Local or frequently used resources available to the Contractor.

The group-needs assessment will serve as the basis for Contractor’s determination of “reasonable steps” and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

2. The Contractor will assist the K/T AAA in preparing a report of the findings of the group-needs assessment that summarizes:
 - A. Methodologies used
 - B. The linguistic and cultural needs of non-English speaking or LEP groups.

- C. Services proposed to address the needs identified and a timeline for implementation. [22 CCR §98310]
 - 3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)
- B. Provision of Services
- 1. Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision A of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement [22 CCR §98211]
 - 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - A. Interpreters or bilingual providers and provider staff
 - B. Contracts with interpreter services
 - C. Use of telephone interpreter lines
 - D. Sharing of language assistance materials and services with other providers
 - E. Translated written materials, including but not limited to, enrollment information and descriptions of available services and programs
 - F. Referral to culturally and linguistically appropriate community service programs
 - 3. Based on the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR §98211]
 - 4. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR §98310]
 - 5. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment

conducted by Contractor. [22 CCR §98370]

6. Noncompliance with this section may result in suspension or termination of funds and/or termination of the Agreement [22 CCR §98370]

E. Compliance Monitoring

1. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR §98310]
2. Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate service. [22 CCR §98310]
3. Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR §98314]

F. Notice to Eligible Beneficiaries of Contracted Services

1. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR §98325]
2. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the K/T AAA's procedure for filing a complaint and other information regarding the provisions of Government Code §11135 et seq. [22 CCR §98326]
3. Contractor shall notify the County and K/T AAA immediately of a complaint alleging discrimination based on a violation of State or federal law. [22 CCR §98211, 98310, 98340]

EXHIBIT D: ADDITIONAL PROVISIONS

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the County makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR Part 74, "Procurement Standards" (procurement by Contractors and subcontractors for nonprofit organizations), and 45 CFR Part 92.36 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR Part 92.36.
4. The County assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - A. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-Federal share, does not exceed \$30,000.
 - B. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - C. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.
7. Any agency awarded Title III funds for senior center acquisition or construction

has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. County funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and Federal laws and regulations.
9. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA §373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the K/T AAA or its contractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA §373(b); and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (NAPIS)
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver: and "grandparent caregiver" [OAA §373(a)(b)], unless the K/T AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal State, or local funds expended by a state or unit of general purpose local government to provide Title III (excluding III E), and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.
15. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements: [OAA §315(b)]:
 - A. Any Contractor for any Title III or Title VII services shall not use means tests

- B. Any Title III or Title VII client that does not contribute toward the cost of the services received shall not be denied services.
 - C. Methods to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.
 - D. Each service provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
16. Cost sharing shall not be implemented for any Title III or Title VII service until so notified by the County and K/T AAA.
 17. The Contractor shall participate in the preparation and implementation of a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. This plan shall be coordinated with the overall County Office of Emergency Services Plan and shall conform to any statewide requirements issued by the CDA or any other appropriate federal agency.
 18. The Contractor shall notify the County and K/T AAA's Disaster Coordinator annually, or whenever a change occurs, the name of the individual responsible for Disaster Coordination.
 19. The Contractor shall assure that Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR §7547, the training shall consist of:
 - A. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - B. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - C. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.
 20. The Contractor shall not require proof of age or citizenship or disability as a condition of receiving services.

21. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
22. The Contractor shall annually assess the Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J)] [OAA §207(a)(3)].

B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following:
 - A. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility. [OAA §712(f)]
 - B. An action or potential action brought on behalf of individuals the Program serves. [OAA §712(a)(5)(C)(ii)]
2. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week [OAA §712(b)(1)(A)] [WIC §9722(a)] [22CCR 8020(a)]. Authorization is required by the State Ombudsman for entry outside of these hours. [WIC §9722(a)] [22 CCR 8020(b)]
3. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent; and when authorized by the State Ombudsman, access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident. [OAA §712(b)(1)(B)] [WIC §9724]
4. Representatives of the Local Ombudsman Program upon request to a long-term care facility staff shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [WIC §9722(d)]
5. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification [OAA §712(h)(5)(B)].
6. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to [OAA §§705(a)(6)(C)] [712(d)(2)] and [WIC §9725].
7. The Local Ombudsman Program shall enter into a memorandum of

understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative [OAA §712(h)(7)][WIC §9717(c)][Statewide Standards for Legal Assistance in California].

8. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.
9. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:
 - A. All local staff who are wholly or partly funded by Ombudsman Program resources.
 - B. Their titles/roles within the Program.
 - C. The number of hours per week charged to the Local Ombudsman Program for each position.

The Coordinator shall inform the OSLTCO of any staffing changes.

10. The Local Ombudsman Program Coordinator shall inform the OSLTCO of issues with local Ombudsman representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.
11. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA §705(a)(6)(C)][WIC §§9725;15633(c)]
12. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA. [OAA §712(C)][WIC §9716(a)]

C. Assurances Specific to Legal Assistance Providers (LSPs)

In accordance with OAA §731 the Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding (MOU) which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the state in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, HICAP, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by the CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit C, Special Terms and Conditions, Article XV, of this Agreement entitled, "Amendments, Revisions or Modifications."

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports in accordance with K/T AAA requirements to the Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, CA 93277. [WIC §9102(A)(5)]
- B. The Contractor shall have written reporting procedures to assure that all submitted performance data is timely, complete, accurate, verifiable and specific to each program which include:

1. Collection and reporting of program data for the K/T AAA;
 2. Ensuring accuracy of data from the intake/assessment process through reporting to the K/T AAA;
 3. Verification of data prior to submission to the K/T AAA;
 4. Correction procedures; and
 5. A method for collecting and reporting estimated unduplicated client counts (if applicable) and demographics for each non-registered service, total non-registered services, and total for all services (registered and non-registered).
- C. The K/T AAA shall train and orient Contractor's staff regarding program data collection and reporting requirements.
- D. The Contractor shall assure that all data submitted is timely, complete, accurate, and verifiable using the K/T AAA-approved reporting procedures on the following schedule:
1. 10th Day Each Month: Monthly service reports, expenditure reports and request for funds are due the 10th of the month following the month of service.
 2. 30 days following the end of the reporting period. Quarterly narrative performance report.
 3. February 15: Annual negotiated budgets and service units for the following fiscal year (to be included in the K/T AAA Area Plan update).
 4. July 15: Final monthly expenditure report and request for funds, must be marked 'final', year-end closeout, and Report of Property Purchased
 5. K/T AAA will provide all reporting templates to Contractor.
 6. All client and program data must be kept in a locked file cabinet or storage area and be made available for review by K/T AAA upon request. This may include, but not be limited to:
 - A. NAPIS Client Intake Sheets.
K/T AAA is required to adhere to the National Aging Program Information System (NAPIS) data collection requirements by collecting and reporting specified data for all clients that receive registered services. K/T AAA will provide intake sheets.
 - B. Meal Rosters
The Meal Roster is a tool that is used to account for all clients receiving a meal, per nutrition site. This includes Home Delivered and Congregate meal clients. Meal Rosters for each nutrition site will be printed out from

the computerized client tracking system, CARS.

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other software provided by CDA as required. NORS data entry must be timely, complete, accurate and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, i.e., October 31, January 31, April 30, and July 31, with copies of the aggregate data sent to the K/T AAA.
2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox (stateomb@aging.ca.gov) with a copy to the K/T AAA.

F. The Contractor shall have written reporting procedures specific to each program. K/T AAA will provide procedures and/or provide guidance and approved methodologies for these procedures; and will approve all procedures:

1. Collection and reporting of program data for the Contractor and subcontractor
2. Ensuring accuracy of all data from the Contractor and subcontractor
3. Verification of Contractor and subcontractor data prior to submission to the K/T AAA Data Team.
4. Procedures for the Contractor and subcontractor on correcting data errors.
5. A methodology for calculating and reporting:
 - A. Total estimated unduplicated clients in each non-registered service.
 - B. Total estimated unduplicated clients in all non-registered services.
 - C. Total estimated unduplicated clients across all registered and non-services;
and
6. Performance data monitoring process

G. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The K/T AAA Data Team will be available to provide guidance for data collection training The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

H. Reporting Provisions Specific to Title VII : Elder Abuse Prevention

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the K/T AAA. The K/T AAA shall be responsible for submitting it to the State Ombudsman, no later than 30 days following the end of each quarter.
2. The Contractor shall also enter the quarterly aggregate number of 'Elder Abuse Prevention, Education and Training Sessions' and 'Elder Abuse Prevention Educational Materials' into CARS on a quarterly basis.
3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

- A. If the Contractor disputes the administration of this Agreement, either fiscal or non-fiscal, the Contractor shall appeal the dispute to the County and the Director of the K/T AAA. If the Contractor is not satisfied with the decision of the Director, the Contractor can appeal to the Governing Board. If the Contractor is not satisfied with the decision of the Governing Board, the Contractor can use the appeal procedure established by the CDA in Title 22 CCR, Sections 7700 through 7710. Unless the CDA notifies the Contractor of a different stated time, the Contractor shall file an appeal within thirty (30) days of the Governing Board's decision.
- B. Subcontractors of the contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in Title 22 CCR, Sections 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I Code Section 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the County and K/T AAA within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit C of this Agreement) of a service funded either by Title III or Title VII. The transition plan must be approved by the K/T AAA and shall at a minimum include the following:
 1. Description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the contract. [22 CCR §7206(e)(4)]
 8. A full inventory and plan to dispose or transfer or return to the State all equipment purchased during the entire operation of the contract.
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the County. The County will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Article XII of Exhibit C of this Agreement, the Contractor shall implement a transition plan submitted by the County to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

- A. Transition of Local Ombudsman Services
1. The Contractor shall, upon notice of termination of Ombudsman services notify the County in writing:
 - A. Within three (3) working days of Intent to Terminate responsibility for Local Ombudsman services, and
 - B. Within one working day of any change in Local Ombudsman Program services.
- B. Transition Plan

1. The Contractor shall submit a Transition Plan to the County within fifteen (15) days from the occurrence of any of the following:
 - A. Written notice to the County of the Contractor's intent to terminate Ombudsman services;
 - B. Written notice to the subcontractor of the Contractor's intent to terminate the contract for Ombudsman services; or
 - C. Written notice to the Contractor of the County Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services.

2. Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - A. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - B. Continue the mandated Ombudsman provisions as a contracted service with a subsequent provider selected in response to a Request for Proposals (RFP) requiring the utilization of experienced State Certified Ombudsman Representatives to carry out Ombudsman duties with respect to the planning and service area (PSA).

3. The Transition Plan shall at a minimum include the following:
 - A. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - B. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - C. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - D. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services.
 - E. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.

- C. The Contractor shall implement the transition plan as approved by the County. The County will monitor the Contractor's progress in carrying out all elements of the

Transition Plan.

- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the County to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating contractor or from a neighboring Local Ombudsman Program.

EXHIBIT E: HIPAA REQUIREMENT

(Update version
04/09/13)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. **Business Associate** shall mean Contractor.
 2. **Covered Entity** shall mean County and K/T AAA (Kings/Tulare Area Agency on Aging).
 3. **Individual** shall have the same meaning as the term “individual” in 45 CFR Part 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Part 164.502(g).
 4. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 5. **Protected Health Information** shall have the same meaning as the term “protected health information” in 45 CFR Part 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 6. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR Part 164.501.
 7. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of Contractor
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
 2. CONTRACTOR agrees to use appropriate safeguards to prevent use or

disclosure of the Protected Health Information other than as provided for by this Agreement.

3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to County and K/T AAA any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County and K/T AAA agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information. Contractor agrees to provide access, at the request of County and K/T AAA, and in the time and manner requested by County and K/T AAA, to Protected Health Information in a Designated Record Set, to County and K/T AAA or, as directed by County and K/T AAA, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County and K/T AAA directs or agrees to pursuant to 45 CFR Part 164.526 at the request of County and K/T AAA or an Individual, and in the time and manner requested by County and K/T AAA.
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, County and K/T AAA to the K/T AAA, in a time and manner requested by K/T AAA for purposes of determining Contractor's and/or K/T AAA'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County and K/T AAA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
9. CONTRACTOR shall provide to County and K/T AAA or an individual, in time and manner designated by K/T AAA, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45 CFR, Section 164.528

C. General Use and Disclosure Provisions:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, County and K/T AAA, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by County and K/T AAA or the minimum necessary policies and procedures of the County and K/T AAA.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
2. Except as otherwise limited in this Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information to provide Data Aggregation services to K/T AAA as permitted by 42 CFR 164.504(e)(2)(i)(B).
4. Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of K/T AAA

1. K/T AAA shall notify Contractor of any limitation(s) in its notice of privacy practices of K/T AAA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.
2. K/T AAA shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's use or disclosure of Protected Health Information.
3. K/T AAA shall notify Contractor of any restrictions to the use or disclosure of Protected Health Information that K/T AAA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

F. Permissible Requests by County and K/T AAA:

Except as otherwise provided herein, County or K/T AAA shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County or K/T AAA

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of Contractor under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit County to comply with the Privacy Rule.

EXHIBIT F: CONTRACT AWARD AND UNITS OF SERVICE

TOTAL FUNDING AWARD: \$583,004

FUNDING AWARDED BY SERVICE CATEGORY

TITLE III-B: SUPPORTIVE SERVICES

Funding: \$99,425

Activity	Measure	Contracted Units
Cash/Material Aid	# of Assistance	
Community Education	# of Activities	40
Information and Assistance	# of Contacts	10,000
Legal Assistance	# of Hours	250
Outreach	# of Contacts	4,200
Personal Affairs Assistance	# of Contacts	
Public Information	# of Activities	
Senior Center Activities	# of Hours	2,000
Telephone Reassurance	# of Contacts	
Transportation	# of One Way Trips	
Visiting	# of Hours	300

TITLE III-B, VII-A, SDF and SNFQAF: OMBUDSMAN

Funding: \$115,134

Activity	Measure	Contracted Units
Complaint Resolution Rate	% of Complaints Resolved	100%
Work with Resident Councils	# of Resident Councils Attended	10
Work with Family Councils	# of Family Councils Attended	4
Consultations to Facilities	# of Consultations	700
Information and Consultations to Individuals	# of Consultations	500
Community Education	# of Sessions	5
Nursing Facility Coverage	% visited each quarter	100%
Board Care Coverage	% visited each quarter	75%
Number of Full-Time Equivalent Ombudsman	# of FTEs	5
Number of Certified Volunteer Ombudsman	# of Certified Volunteer Ombudsman	10

TITLE III C-1: CONGREGATE NUTRITION**Funding: \$161,489**

Activity	Measure	Contracted Units
Congregate Meals	# of Meals	12,000
Nutrition Education	# of Sessions per participant	200

TITLE III C-2: HOME DELIVERED NUTRITION**Funding: \$95,257**

Activity	Measure	Contracted Units
Home Delivered Meals	# of Meals	10,000
Nutrition Education	# of Sessions per participant	200

TITLE III-D: DISEASE PREVENTION**Funding: \$7,451**

Activity	Measure	Contracted Units
Health Promotion	# of Contacts	
Medication Management	# of Contacts	
Nutrition Education	# of Sessions per participant	150

TITLE VII-B: ELDER ABUSE PREVENION**Funding: \$1,554**

Activity	Measure	Contracted Units
Educational Materials	# of Products distributed	1000
Public Education Sessions	# of Sessions	
Training Sessions for Professionals	# of Sessions	
Total number of individuals served	# of Persons	500

TITLE III-E: FAMILY CAREGIVER SUPPORT**Funding: \$57,166**

Activity	Measure	Contracted Units
Information Services	# of Activities	15
Information Services – Estimated Audience	# of Contacts	200
Access Assistance	# of Contacts	200
Support Services	# of Hours	250
Respite Care	# of Hours	7,000

ADULT DAYCARE**Funding: \$45,528**

Activity	Measure	Contracted Units
Adult Daycare	Census	12

**KINGS COUNTY COMMISSION ON AGING
REVISED BUDGET 2017 - 2018**

	IIIB	IIID	ADCRC	Elder Ab	IIIE FC	Omb's	C-1	C-2	SAFE	RESPIRE	Totals
Kings County Grant	\$88,966	\$6,663		\$1,554	\$41,732	\$108,903	\$147,144	\$87,550			\$482,512
Kings County Grant Match	\$10,459	\$788	\$45,528		\$15,434	\$6,231	\$14,345	\$7,707			\$100,492
Kings County In-Kind	\$2,610	\$29		\$12	\$1,331	\$4	\$2,526	\$1,911			\$8,423
Program Income			\$28,947				\$28,674	\$8,000			\$65,621
KCCOA	\$16,482				\$8,093		\$20,000				\$44,575
Kings County Mental Health									\$242,200	\$93,042	\$335,242
City of Avenal											\$0
City of Corcoran											\$0
City of Hanford											\$0
City of Lemoore											\$0
United Way											\$0
Total Income	\$118,517	\$7,480	\$74,475	\$1,566	\$66,590	\$115,138	\$212,689	\$105,168	\$242,200	\$93,042	\$1,036,865
Personnel											
Director (40 hrs.)	\$22,566					\$12,895	\$8,597	\$10,746	\$36,500		\$91,304
Administrative Assistant (40)									\$47,500		\$47,500
Outreach Coordinator (40)	\$8,520				\$31,097						\$39,617
Com Serv social Wkr.(40 hrs)									\$57,500		\$57,500
Com Serv social Wkr.(40 hrs) Spn.	\$38,193										\$38,193
Program Coordinator Nutrition							\$25,200	\$16,800			\$42,000
Nutrition Miriam (24)							\$17,946				\$17,946
(M))Adult Day Care Aide (35 hrs)			\$23,000								\$23,000
(C) Adult Day Care Aide (35 hrs)			\$23,000								\$23,000
Garden Prog. Aide (20 hrs)							\$11,157	\$16,736			\$27,893
Respite Worker (40 hrs)										\$38,106	\$38,106
Ombudsman Assistant (40hrs)						\$26,623					\$26,623
Program Clerk Spn. (25hrs)						\$3,642			\$10,930		\$14,572
Nutrition Site Managers 2 (24)							\$30,239				\$30,239
Ombudsman (40hrs)						\$36,646					\$36,646
Total Salary	\$69,279	\$0	\$46,000	\$0	\$31,097	\$79,806	\$93,139	\$44,282	\$152,430	\$38,106	\$554,138
Taxes/Fringe Benefits											
Payroll Taxes/Wkr Comp	\$7,143		\$6,500		10,541	\$6,500	\$19,638	\$7,388	\$6,000	\$3,000	\$66,710
Retirement (SEP)	\$1,752		\$2,400		1,100	\$2,508	\$5,500	\$1,400	\$2,900	\$1,200	\$18,760
Medical Insurance	\$7,909		\$4,127		4,623	\$4,814	\$12,447	\$1,937	\$14,000		\$49,857
Total Tax/Benefits	\$16,804		\$13,027		\$16,264	\$13,822	\$37,585	\$10,725	\$22,900	\$4,200	\$135,327
Total Personnel	\$86,083	\$0	\$59,027	\$0	\$47,361	\$93,628	\$130,724	\$55,007	\$175,330	\$42,306	\$689,465

	IIIB	IIID	ADCRC	Elder Ab	IIIE FC	Ombud	C-1	C-2	SAFE	RESPITE	Totals
Staff Travel/Training	\$4,568		\$1,000		\$1,700	\$6,157	\$1,600	\$1,000	\$4,000	\$500	\$20,525
											\$0
Other Costs											
Building Space/ (In-Kind)	\$2,610	\$29		\$12	\$1,331	\$4	\$2,526	\$1,911	\$600		\$9,023
Advertising	\$500		\$465		\$810	\$800	\$400	\$500	\$600	\$700	\$4,775
Car Expenses	\$1,000					\$3,000	\$3,000	\$2,000	\$2,870		\$11,870
Catered Meals			\$3,500				\$61,370	\$34,109			\$98,979
Communication	\$784		\$2,000		\$3,000	\$1,800	\$1,200	\$1,200	\$3,500	\$500	\$13,984
Insurance	\$507		\$1,000		\$500	\$800	\$600	\$500	\$1,000	\$250	\$5,157
Licenses	\$300		\$100		\$400						\$800
Maintenance/Repairs	\$842		\$1,000		\$808	\$617	\$817	\$558	\$1,000		\$5,642
Membership/Subscriptions	\$300		\$250		\$800				\$500		\$1,850
Respite Services										\$45,000	\$45,000
Postage/Delivery	\$500		\$450		\$800	\$532	\$769	\$769	\$800	\$250	\$4,870
Printing	\$800		\$700		\$1,757	\$407		\$307	\$1,000	\$350	\$5,321
Armona Expenses/Lease									\$34,663		\$34,663
Legal Services	\$14,000								\$400		\$14,400
Professional Services	\$1,300	\$7,451	\$983		\$949	\$1,600	\$4,687	\$2,689	\$7,000	\$300	\$26,959
Utilities	\$1,100		\$2,066		\$1,484	\$1,300	\$1,600	\$1,684			\$9,234
Supplies	\$1,999		\$1,500	\$1,554	\$4,257	\$2,660	\$2,813	\$2,500	\$6,937	\$1,686	\$25,906
Vol. Personnel Expenses									\$200		\$200
Volunteer Travel	\$891				\$199	\$1,500	\$250				\$2,840
Vol. Recognition									\$600		\$600
Equipment	\$434		\$434		\$434	\$333	\$333	\$434			\$2,402
Evaluations									\$1,200	\$1,200	\$2,400
Total Other Costs	\$27,867	\$7,480	\$14,448	\$1,566	\$17,529	\$15,353	\$80,365	\$49,161	\$62,870	\$50,236	\$326,875
Total Expenses	\$118,518	\$7,480	\$74,475	\$1,566	\$66,590	\$115,138	\$212,689	\$105,168	\$242,200	\$93,042	\$1,036,865
Total Income	\$118,517	\$7,480	\$74,475	\$1,566	\$66,590	\$115,138	\$212,689	\$105,168	\$242,200	\$93,042	\$1,036,865
	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$0)	\$0

EXHIBIT G: PROGRAM SCOPE OF WORK

This Exhibit includes a general description of K/T AAA services. Refer to Exhibit F for specific contracted service units and activities to be provided under this agreement.

SCOPE OF WORK: TITLE III-B: SUPPORTIVE SERVICES (REQUIRED)

INFORMATION AND ASSISTANCE

I. Program Goal

To provide individuals aged 60 years or older with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; assess the problems and capacities of the individuals; link the individuals to the opportunities and services that are available; and ensure (to the extent practical) individuals receive the services needed, and are aware of the opportunities available, by establishing adequate follow-up procedures.

II. Unit of Service

One (1) Contact qualifies as one (1) Unit of Service

- Information: To give information about resources, programs, and services. (Does not include facilitating appointments or other arrangements between the consumer and service provider). Calling an agency to request information about its locations or hours of operation, etc., would not be counted as a service unit.
- Referral: Screening inquirers to identify needs and appropriate resources, indicating organizations capable of meeting those needs; helping callers for whom services are unavailable by locating alternative resources and, if necessary, actively participating in linking the inquirer to needed services.
- Follow-Up: Determining the outcome of a referral by contacting the consumer and/or the organization to which he/she was referred. Follow-up must be performed within 30 days of referral.

III. Area to Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Provide comprehensive assessment and referral services to older persons with social and health needs.
- B. Develop and maintain a comprehensive list of resources available for seniors within Kings and Tulare Counties in accordance with Title 22 CCR, Div. 1.8, Chapter 4.(1), Article 2, § 7531. The Resource List shall contain information on available community resources including information on assistive technology.

- C. Maintain a close working relationship with service providers and an ongoing referral relationship through outreach and follow-up reporting.
- D. Accessibility
 - Be accessible to older individuals with disabilities
 - Be conveniently located to public transportation and have parking available in the vicinity
 - Be open during established hours of operation, as negotiated with the K/T AAA.
 - Be equipped with a telephone system, office equipment and furniture
 - Provide the older individual with the requested I&A service(s) no later than one working day after the individual's visit to the I&A facility.
- E. Confidentiality
 - Provide privacy when interviewing individuals to ensure confidentiality of information.

LEGAL SERVICES

I. Program Goal

To provide legal information, advice, counseling and representation by an attorney or other person acting under the supervision of an attorney, who is a member of the California State Bar. The goal of legal services is to ensure the rights and entitlement of older persons by providing or securing legal assistance.

II. Unit of Service

1 Hour is counted as (1) Unit of Service

- Legal Assistance: To provide legal information, advice, counseling, administrative representation, and judicial representation to an individual or to a group by an attorney.
- Community Education/Advocacy: To educate groups of older persons, their families, friends, and community organizations/facility staff on rights, benefits, and entitlements for older persons either residing at home or living in an institutional setting.

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Implement a plan to provide legal services and community education/advocacy that include the following service areas:
- Income maintenance (SSI and Social Security)
 - Health care (Medi-Cal, Medicare, Qualified Medicare Beneficiary (QMB), long term care issues, and private health insurance. Includes coordinating assistance to clients with the Health Insurance Counseling and Advocacy Program (HICAP)
 - Housing (tenant rights, evictions, foreclosures)
 - Elder abuse (financial, physical, emotional)
 - Incapacities (managing affairs, counseling, Durable Power of Attorney/health care)
 - Counseling on Wills and estate planning
 - Other legal services as appropriate.
- B. Legal services provider shall, with the approval of the K/T AAA, set priorities for the categories of cases for which it will provide legal representation in order to concentrate on older persons with the greatest economic need. The provider will give preference to those seniors with no other options, provided needed legal services are within the service areas above.
- C. The Legal Services plan must include provision of legal services:
- At out-stations in the community (e.g., senior centers, senior housing complexes, nutrition sites, etc.)
 - To institutionalized, isolated and homebound elderly
- D. Legal services must be provided in compliance with the statewide standards for legal assistance as promulgated by the California Department of Aging. For additional information please go to:
([http://www.aging.ca.gov/PM/PM05-19\(P\)/legal_assistance_guidelines.pdf](http://www.aging.ca.gov/PM/PM05-19(P)/legal_assistance_guidelines.pdf))
- E. Ensure service quality and maintain professional standards by:
1. Establishing a system of filing, record keeping, docket control and updating case activities;
 2. Providing for the supervision of legal workers by an attorney;
 3. Establishing a system of review to evaluate the quality of legal work, determine what pertinent issues have been identified, to assure the timely handling of cases, and to ensure that clients are involved in establishing case objectives and are kept informed of developments in the case.
 4. Setting optimum caseloads for legal workers based on their experience and specialization;
 5. Providing training for legal workers based on responsibilities and skills; and
 6. Ensuring the confidences of clients are preserved from unauthorized disclosure.

- F. Coordinate advocacy efforts with the state-designated Long Term Care Ombudsman Program.
- G. Make efforts to involve the private bar in legal assistance activities.

OUTREACH

I. Program Goal

Outreach: Interventions (one-on-one contact) with individuals initiated by an agency or provider for the purpose of identifying potential clients (or their age 60+ caregivers) and encouraging their use of existing services and benefits

II. Unit of Service

One (1) Service Unit = 1 Contact

III. Area to Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Implement a plan to provide outreach to older individuals, specifically the target population, of ways in which to access available services.
- B. Develop a system of counting the number of individual clients served. Examples include keeping track of the number of fliers handed out at a health fair event.

SENIOR CENTER ACTIVITIES

I. Program Goal

Provide activities designed to enable older individuals to attain and/or maintain physical and mental well-being. Activities must be provided at Senior Congregate Meal locations, and may also be offered at other locations.

II. Unit of Service

One (1) Service Unit = One Hour. A one hour session of a given activity provided to a group of 10 persons qualifies as 10 Service Units.

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Provide activities such as recreation, music, dancing, creative arts, physical activity, education, and leadership development.
- B. Exercise classes and bingo, activities currently provided through the K/T AAA, are of the participants' favorites. The K/T AAA encourages providers to seek participant recommendations of preferred activities, and supports new and innovative activities.
- C. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities are not allowable.

TRANSPORTATION

I. Program Goal

To secure or provide transportation to assist older persons in obtaining essential services

II. Unit of Service

One-way trip qualifies as one (1) Service Unit

Transportation is provision of a means of transportation for a person who requires help in going from one location to another. Does not include any other activity.

III. Area To Be Served

Services must be provided within Kings and Tulare Counties, based on demands of the targeted population.

IV. Scope of Service

- A. Provide one-way trips for low-income seniors for medical and supportive services access.
- B. Service may include the use of subsidized taxi, ADA paratransit rider subsidy, and the purchase of public transit bus passes.
- C. Work with the K/T AAA transportation coordinator in developing long-term solutions to transportation gaps in the County.

SCOPE OF WORK: TITLE III-B: SUPPORTIVE SERVICES (CATEGORY A)

I. Program Goal

To provide supportive services to seniors 60 years of age or older that help to maintain or improve their physical, psychological, and social well-being.

II. Area To Be Served

Services must be provided within Kings County, based on demands of the targeted population.

III. Program Description - Supportive Services

A. Personal Care, Homemaker, and Chore programs provide assistance for individuals who otherwise could not remain in their homes.

- **Personal Care:** Providing personal assistance, stand-by assistance, supervision or cues, (such as with eating, bathing, toileting, transferring in/out of bed/chair, walking, dressing, grooming).
- **Homemaker:** Providing assistance with preparing meals, shopping for personal and household items, managing money, using the telephone or doing light housework.
- **Chore:** Providing assistance with heavy housework, yard work or sidewalk and other home maintenance for a person

One (1) Service Unit = 1 Hour

B. Residential Repairs/Modifications: providing repairs or modifications of homes that are necessary to facilitate the ability of older individuals to remain at home.

- Providing minor repair/renovations in order to meet safety, health issues, and code standards.

One (1) Service Unit = 1 modification

C. Telephone Reassurance: Contacting clients by telephone to provide reassurance, safety checks and support to older individuals.

One (1) Service Unit = 1 Contact

D. Visiting: Conducting home visits to clients to provide reassurance, safety checks and support older individuals.

One (1) Service Unit = 1 hour

SCOPE OF WORK: TITLE III-B: SUPPORTIVE SERVICES (CATEGORY B)

I. Program Goal

To provide supportive services to seniors 60 years of age or older that help to maintain or improve their physical, psychological, and social well-being.

II. Area To Be Served

Services must be provided within Kings County;, based on demands of the targeted population.

III. Program Description - Supportive Services

- A. **Assisted Transportation:** Providing assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.
One (1) Service Unit = 1 one-way trip
- B. **Cash/Material Aid:** Providing and arranging assistance for participants in the form of commodities, surplus food distribution, emergency cash assistance, and vouchers.
One (1) Service Unit = 1 Assistance
- C. **Community Education:** Providing education services to groups of older persons, their families, friends, and community organizations/facility staff about rights, benefits, entitlements, and health and wellness information for older persons either residing at home or in an institutional setting.
One (1) Service Unit = 1 Activity
- D. **Personal Affairs Assistance:** Provides assistance in writing letters and with the completion of financial forms, including tax forms, and other written or electronic documents.
One (1) Service Unit = 1 Contact
- E. **Personal/Home Security:** Providing services for the security and safety of the home environment of older individuals including safety features such as: medical alert, alarms, assistive devices (including provision of assistive technology services and devices).
One (1) Service Unit = 1 Product
- F. **Public Information:** Contacting multiple current or potential clients or caregivers through publications, publicity campaigns, and other mass media campaigns including Internet websites.
One (1) Service Unit = 1 Activity

SCOPE OF WORK: TITLE III-C: SENIOR NUTRITION SERVICES

This Scope of Work contains the measurable objectives mandated by the Kings/Tulare Area Agency on Aging (K/T AAA) and the California Department of Aging (CDA) required of the Senior Nutrition Program (SNP)

A full description of the senior nutrition program is available at: California Code of Regulations; Title 22; Div.1.8; Chapter 4; Article 5
<http://www.calregs.com/linkedslice/default.asp?SP=CCR-1000&Action=Welcome>

I. Program Goal

The goal of the Senior Nutrition Program is to provide nutrition services to individuals sixty (60) years or older that promote physical, psychological and social well-being, and reduce isolation

through programs coordinated with nutrition-related supportive services.

II. Unit of Service

Congregate Nutrition: One (1) meal is counted as one (1) Service Unit

Home-Delivered Nutrition: One (1) meal is counted as one (1) Service Unit

Senior Center Activity: One (1) hour provided to one (1) person is counted as (1) Service Unit. (i.e. 1 hour of bingo with 50 persons = 50 hours or 50 service units)

III. Area To Be Served

Congregate Meal Services must be provided, at a minimum, in the following Kings County communities:

Avenal
Corcoran
Hanford

Home Delivered Meals shall be provided throughout Kings County based on assessed needs of clients.

IV. Scope of Services

A. Eligibility for Nutrition Services

1. Congregate Meals – Individuals eligible to receive a meal at a congregate nutrition site are:
 - Any older individual
 - The spouse of any older individual
 - A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - A disabled individual who resides at home with and accompanies an older individual who participates in the program
2. Volunteer Meals – A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.
3. Home-Delivered Meals – Individuals eligible to receive a home-delivered meal are:
 - A. Any older individual who is frail, as defined below, and homebound by reason of illness, disability, or isolation:
“Frail” means that an older individual is determined to be functionally impaired because the individual either:

- 1) Is unable to perform at least two (2) activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
 - 2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
- B. A spouse of a person in sub-section (a.1) above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 - C. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
 - D. Priority shall be given to older individuals in sub-section (a.1) above.
- B. Requirements for Nutrition Services
1. Congregate Meals
 - A. Each Congregate Meal Provider shall:
 - 1) Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
 - 2) Ensure that a Client Intake Sheet (provided by K/T AAA) is completed for each participant on the first day of service and annually thereafter.
 - 3) Ensure that a Nutritional Risk Assessment (provided by K/T AAA) is completed for each participant on the first day of service and annually thereafter.
 - 4) Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by K/T AAA.
 - B. Each Congregate Meal site shall meet all of the following:
 - 1) Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that SNP activities are taking place.
 - 2) Have restrooms, lighting, and ventilation, which meet the requirements of CRFCL.
 - 3) Have equipment, including tables and chairs that are sturdy and appropriate for older individuals. Tables shall be arranged to assure

ease of access and encourage socialization.

2. Home-Delivered Meals

- A. Determine the level of need for home-delivered nutrition services of each eligible participant.
 - 1) Ensure that a Client Intake Sheet (provided by K/T AAA) is completed for each participant on the first day of service and quarterly thereafter. An initial determination of eligibility may be accomplished by telephone. Subsequent quarterly contact to complete the Intake Sheet is primarily to determine if there have been changes in the participant's living situation and level of need. Quarterly contact must be made in the home of the client at least every other quarter, and intervening quarterly contacts made by telephone.
 - 2) Ensure that a Nutritional Risk Assessment (provided by K/T AAA) is completed for each participant at initiation of services and annually thereafter. Annual reassessment should coincide with the quarterly contact being made to update the client's Intake Sheet, in the home of the client. Participants in need of nutrition-related supportive services should be referred as necessary.
- B. Provide written instructions, in the language of the majority of the participants, for handling and re-heating of the meals.
- C. Establish a waiting list for home-delivered meals whenever the home-delivered meal providers are unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on greatest need and-or in accordance with policy established by the home-delivered meal provider, in consultation with K/T AAA.
- D. Provide home-delivered meals in pre-packaged divided trays (hot or frozen meals).
- E. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by K/T AAA.

C. Nutrition Education Services

- 1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs.
 - A. Nutrition Education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials.
 - B. Nutrition Education for home-delivered meal participants may consist solely of printed material that is in conjunction with a congregate meal Nutrition Education presentation.
 - C. Nutrition Education materials will be developed and approved by the

K/T AAA Registered Dietician (RD) and delivered to congregate and home delivered meal participants by the Contractor.

D. Service units shall be documented and reported to the K/T AAA.

2. Nutrition Education shall be based on the particular need of congregate and home-delivered meal participants.

D. Special Events

Provide as needed or required by K/T AAA special catered meals to senior groups and/or meetings at pre-designated locations. The K/T AAA will provide a minimum advance notice of not less than 10 days.

E. Requirements for Senior Center Activities

Provide activities designed to enable older individuals to attain and/or maintain physical and mental well-being. Activities must be provided at Senior Congregate Meal locations, and may also be offered at other locations. Funding is available through Title III-B for these activities. Refer to Title III-B Scope of Work (Attachment A-1) for details.

F. Staffing

1. Manager or Director

A. The SNP provider shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the SNP, and either have at least one of the following qualifications:

- 1) Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years experience as a food service supervisor, or,
- 2) Demonstrate experience in food service, such as, but not limited to, cooking in a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, or
- 3) Two years experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire, or assuming the manager position.

2. Personnel – Paid Staff/Volunteers:

A. There shall be sufficient qualified paid staff or volunteer staff with the appropriate education and experience to carry out the requirements of the SNP. The total number of staff should be based on the method and level of services provided and size of the service

area.

- B. Contractor is encouraged to hire multi-lingual/multi-cultural staff to increase low-income and ethnic minority program participation in accordance with federal mandates.
- C. Preference shall be given to hiring older individuals subject to the qualifications of the position.
- D. Contractor shall recruit for vacant positions in an open and competitive application process free of discriminatory questions. Written job descriptions for all paid and volunteer staff shall be maintained.
- E. Contractor shall complete a written work performance evaluation on all paid and volunteer staff at least annually.
- F. All paid staff that will be handling food must possess a current Food Handlers Card. Volunteers used routinely in the food service operation should also possess a current Food Handlers Card.
- G. At each facility, at least one person (paid staff or volunteer) who is routinely involved in the food service operation in some way must have a Food Safety Certificate.
- H. Volunteers shall be recruited and used in any phase of the program operation where qualified.
- I. Volunteers shall be screened and selected through a formal process that assesses their capabilities.
- J. Volunteers that are paid through other job training programs are not considered volunteers and must be paid the agreed upon rate charged for regular paid staff.
- K. The SNP Provider shall maintain a written Volunteer Policy that describes how volunteers are recruited, screened, what topics they are taught at orientation, and how often their performance is evaluated.

3. Registered Dietitian

- A. The K/T AAA Registered Dietitian will provide assistance to the SNP Provider to establish and administer nutrition services in accordance with Section 339 of the OAA, and follow the general requirements in Title 22, Division 1.8, Section 7500.
- B. The Registered Dietitian will provide the following activities to meet the mandated requirements:
 - 1) At a minimum, quarterly inspection for safe food handling and sanitation practices of food facilities.
 - 2) Review and approve the content of staff training prior to presentation.
 - 3) Review and approve the cycle menus.
 - 4) Provide input, review, and approve the Nutrition Education Plan prior to presentation.
 - 5) Provide technical support and assistance as needed.

G. Staff Training Activities

1. A yearly written Staff Training Plan shall be developed, implemented, and maintained on file by the SNP Provider, as required in Title 22, Division 1.8, Section 7636.7 (c).
2. The K/T AAA Registered Dietitian shall review and approve the content of the Plan prior to its presentation.
3. The Staff Training Plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
4. A copy of the Staff Training Plan that has been approved by the K/T AAA's Registered Dietitian must be submitted to K/T AAA by September 1st of the FY in which services are being provided. The K/T AAA approved Staff Training Plan must be kept on file.
5. A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff, including congregate and home-delivered meal staff.
6. Training sessions shall be evaluated by those receiving the training.
7. The SNP Provider shall maintain documentation of each training session on file. Documentation includes, but is not limited to, sign-in sheets, agendas, handouts, and completed evaluations.
8. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
 - A. Food safety, prevention of food borne illness, and HACCP principles.
 - B. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
 - C. Elder Abuse Law and reporting procedures.

H. Senior Participants

1. Satisfaction Survey
 - A. The SNP Provider shall conduct a Client Satisfaction Survey at least annually. The Survey instrument must be approved by K/T AAA prior to its use, and all findings from the Survey must be used to improve services. The Provider must keep the completed Surveys and the tabulated results on file. A copy of the tabulated results must be submitted to K/T AAA by March 1st of the FY in which services are being provided.
 - B. The SNP Provider shall conduct Meal Satisfaction Surveys on a pre-designated frequency. The K/T AAA will provide assistance to the

SNP Provider in establishing this process.

2. Complaint Procedures

The Contractor shall have a written Complaint Procedure for seniors who wish to file a complaint or grievance about the provision of services from the Contractor, pursuant to CCR Title 22, Section 7400.

<http://www.calregs.com/linkedslice/default.asp?SP=CCR-1000&Action=Welcome>

The Contractor will follow the K/T AAA complaint resolution procedures.

I. Menu Planning

1. Contractors will comply with all Meal Guidelines and Nutritional Requirements (refer to Section V of this Attachment)
2. A copy of the certified menu must be posted in a spot conspicuous to clients at each congregate site.
3. Copies of menus shall be made available to the participants upon request.

J. Food Procurement

1. Food procurement procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
2. All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
3. To the extent possible, providers are encouraged to participate in group food purchasing.
4. A comparative cost analysis shall be performed either by the SNP Provider or its group purchasing organization on an on-going basis to obtain the highest quality food for the lowest price available.

K. Food Storage

1. Food storage procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
2. Adequate and suitable space free from vermin, dirt, and contamination or adulteration shall be provided for the storage of food and beverages, and cooking, serving, and eating supplies.

L. Food Production

1. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
2. Food production and meal service shall be under the supervision of a trained staff in food service management to ensure food service sanitation and the practice of hygienic food handling techniques are followed. This person shall function with the advice of a Registered Dietitian.
3. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed:
 - A. A Registered Dietitian must approve all menu substitutions.
 - B. A Menu Substitution Form must be completed and signed by a Registered Dietitian.
 - C. The completed Menu Substitution form shall be kept on file for K/T AAA review.
4. Production Control
 - A. Production schedules or worksheets must be available in the food preparation area.
 - B. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
 - C. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
 - D. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
5. Meal Service/Temperature Monitoring
 - A. All food for congregate sites shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
 - B. Meals shall be served to seniors “offer versus serve” – meaning participants are to be given an opportunity to decline a menu item. Food trays shall not be served ahead of time.
 - C. Temperature Checks
 - 1) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen.
 - 2) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked at satellite congregate sites upon delivery and at all congregate sites immediately before meal service.
 - 3) The SNP Provider must have written procedures for monitoring food temperature.
 - 4) The SNP Provider must use a form to document food temperatures daily (i.e. Food Temperature Log).
 - 5) The SNP Provider shall have a staff member review the completed Food Temperature Logs at random a minimum of every

other month. If problems are discovered, an action plan must be developed to resolve the issue.

6) All completed Food Temperature Logs must be maintained on file for K/T AAA review.

- D. To maintain quality in prepared foods, holding times shall be kept to a minimum. Long periods of holding hot foods diminishes the nutrient content and palatability of foods.
- E. Holding time shall not exceed 4 hours between the end of production and the beginning of food service at the congregate site. If prepared at the Congregate Meal site, holding time should not exceed 2 hours.
- F. Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the glass or cup from which it is consumed.
- G. Single service utensils and tableware shall be used one time only and then discarded.
- H. 'Take home' meals from a congregate meal site may be authorized only under limited circumstances. The SNP Provider must first develop a clear written policy and process for this contingency based on criteria established by the K/T AAA.

M. Food Service Requirements

- 1. The SNP Provider shall maintain the following records at each nutrition site, and retain them for a pre-designated period.
 - A. Food Temperature Log – one should be available for congregate meals and one for home delivered meals if hot foods are delivered to the client
 - B. Cleaning Schedule.
 - C. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
 - D. Production Schedule – applicable only if food is cooked at the site.
- 2. The current Environmental Health inspection shall be available at the site for review.
- 3. Staff who are handling food shall possess a current Food Handlers' Card that shall be available for review. Volunteers used routinely in the food service operation should also possess a current Food Handlers Card.
- 4. Meal delivery vehicles and meal delivery equipment shall be maintained to meet sanitary food standards for the delivery of food.

N. Program Requirements

- 1. Client Intake Sheets

- A. The SNP Provider will ensure that each participant completes the Client Intake Sheet and Nutritional Risk Assessment form (provided by K/T AAA) to determine his or her level of nutritional risk.
Client Intake Forms shall be completed:
 - 1) Congregate Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
 - 2) Home-Delivered Meal Participants – at the beginning of service and then quarterly thereafter for clients who remain on the program.*Nutritional Risk Assessment Forms shall be completed:*
 - 1) Congregate and Home-Delivered Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
 - B. SNP Providers will enter quarterly and annual intake data into the CARS System in a timely manner, which will be defined by the K/T AAA during initial training.
- 2. Outreach/Marketing Activities
 - A. SNP Providers are required to provide outreach in the community through community organizations and other groups. All outreach and marketing activities shall be documented and kept on file for the annual monitoring visit conducted by K/T AAA.
 - B. SNP Providers shall develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving the minority communities.
 - 3. Emergency Procedures
 - A. SNP Providers shall have a written Emergency/Disaster Plan.
 - B. Each nutrition site shall have an evacuation plan posted identifying the emergency exits and assembly areas.
 - C. Staff must be knowledgeable of emergency procedures.
 - D. Where feasible and appropriate, SNP Providers shall make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122(2). Such arrangements shall be included in the Emergency/Disaster Plan.
 - 4. Donations and Confidentiality
 - A. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal. The established suggested donation amount is \$2.50 per meal.
 - B. Guests will pay actual cost for a meal.
 - C. A sign indicating the suggested donation for eligible individuals and for guests shall be posted near the contribution container at each congregated meal site.
 - D. The SNP provider shall inform Home Delivered Meal clients of the opportunity to contribute donations, and shall maintain a process for collecting donations from them.

- E. No eligible individual shall be denied participation because of failure or inability to contribute. This shall be posted in a visible location.
 - F. The SNP Provider shall ensure that the amount of the eligible participant's contribution is kept confidential.
 - G. The SNP Provider shall establish written procedures to protect contributions and fees from loss, mishandling, and theft (i.e. Contribution/Donation Procedures). Such Procedures shall be kept on file for K/T AAA review.
 - H. All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.
5. "No Soliciting" Sign
- A. The SNP Provider shall ensure that a "No Soliciting" sign is posted on the door leading to the congregate nutrition site. No soliciting of any kind is permitted on the premises during the lunch hours for services or goods promoted by businesses.
6. Coordination
- A. If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation provider for securing public transportation to and from nutrition sites and have the policy available for review by K/T AAA.
 - B. Include the following statement on all advertising, brochures, poster, etc., **"Funding for this service has been provided by the Kings/Tulare Area Agency on Aging through a grant award from the California Department of Aging"**
 - C. Coordinate service with other County departments and local agencies by providing time for presentations or special activities that promote a community based system of care for the participants attending nutrition sites.

V. Nutritional Requirements and Meal Guidelines

The Contractor will need to ensure that the meal provider vendors are meeting the following guidelines and requirements. The K/T AAA registered dietician will assist the Contractor with this requirement.

Guidelines and Requirements

When planning meals, the Older American's Act (Section 339), the California Daily Food Guide and the Dietary Guidelines for Americans (DGA) are to be considered.

http://www.aoa.gov/AoARoot/AoA_Programs/OAA/oa_full.asp# Toc153957702

<http://www.dhcs.ca.gov/formsandpubs/publications/Pages/CFGTableofContents.aspx>

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

- A. Each daily meal pattern shall meet the minimum one-third (1/3) of the Dietary Reference Intake (DRI) requirements.
- B. Menus must be written for at least a 5-week cycle and should be modified seasonally.
- C. Health, cultural, ethnic, and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
- D. When preparing the meals, the use of complex carbohydrates and high fiber foods should be increased, and the use of high fat and high sodium foods, such as meal flavorings, stocks, low-fat sauces, cheeses, and gravies, should be decreased.
- E. Baking, boiling, and steaming of foods is strongly recommended over deep- frying.
- F. Total fat intake should be kept between 20 to 35 percent of calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids such as fish, nuts, and vegetable oil.
- G. An average of 550-750 calories per meal should be provided.
- H. The menu cycle must be reviewed and approved by K/T AAA's Registered Dietitian. Menus should be submitted to the Registered Dietitian forty-five (45) days prior to the menu start date. Menus will be returned to the Provider at least fifteen (15) days prior to the menu start date
- I. Contractor shall provide a detailed nutritional meal analysis that complies with the dietary guidelines and DRI nutrition requirements as demonstrated by Table 1— Target Nutrients (below). Analysis shall be completed for each monthly meal plan and be reviewed and approved in advance by the K/T AAA dietitian. If a nutritional analysis is not feasible, then component menu planning may be used (reference Table 2, below). Providers should focus on:
 - Vitamin A
 - Vitamin C
 - Protein
 - Fat
 - Sodium
 - Fiber
- J. Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions.
- K. The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, and B12; calcium; chromium; copper; iron; magnesium; sodium; and zinc.

- L. The California 1600-calorie component meal pattern has been developed to reflect the DGA requirements for those programs that are not using computerized nutrient analysis.
- M. The ENP Provider has the discretion to allow occasional flexibility in planning requirements, with the approval of the K/T AAA dietician. Fortified food products and combination dishes used in a menu may not match the meal pattern, but may provide for the required nutrient values. For example, a fortified snack bar as a dessert could be used to boost the nutrient value of a boxed lunch or special occasion meal.

Meal Requirements (Components)

- A. Protein - A minimum of 2.0 ounces of cooked, edible lean meat or alternative providing at least 14 grams of protein, such as meat, fish, poultry, legumes, eggs, or cheese.
 - Ground beef shall not have a fat content in excess of 20% and may be used in entrees no more than twice a week.
 - Roast meat, steak, or chops must be served once per week.
 - Poultry must be served a least once per week (necks or wings may not be used).
 - Legumes such as lima, kidney, navy, black, pinto, or garbanzo beans, lentils, black-eyed peas, and soybeans should not be counted as both vegetable and protein and should be served as often as possible in accordance with participant acceptance.
 - Meats shall be fresh or frozen and shall have been slaughtered, processed, manufactured, and packaged in plants operated under the USDA Inspection Program and must bear an appropriate seal.
 - Minimum grading requirements for all grade cuts are as follows:
 - Beef - USDA Choice
 - Lamb - USDA Choice
 - Variety Meats - Grade No. 1 from USDA inspected plants
 - Poultry –USDA Grade “A”
 - Fish/Seafood - Fresh or frozen, provided that frozen items are a nationally distributed brand, packed under continuous inspection of the US Department of Interior
 - Cheese - USDA Grade “A” non-processed cheese
 - Eggs - USDA or State Graded “A”
 - Breaded food portions shall contain no more than one ounce of breading in addition to the 2 ounces protein portion required. Breaded food items shall be provided not more than once per week.
 - Gravies and sauces served with entrée items must be prepared using a low- sodium base.
- B. Vegetables – Fresh, frozen, or canned

- Each meal must contain a minimum of 1 - 2 half-cup servings.
 - Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes should total ½ cup per serving.
 - Same/like vegetables should not be served on more than two days per week. Every effort should be made to serve different vegetables in each weekly meal package.
 - Raw leafy vegetables (salads) should equal 1 cup if they are to be considered a serving.
 - Canned vegetables shall be provided not more than twice per week.
- C. Fruit – Fresh, frozen, or canned
- A serving of fruit equals:
 - 1 medium-sized whole fruit
 - ½ cup fresh, chopped, cooked, frozen, or canned drained fruit
 - ½ cup 100% fruit juice
 - Fresh, frozen, or canned fruit should be packed in juice, light syrup, or without sugar.
 - Canned fruit shall be provided not more than twice per week.
- D. Bread/Grains – Bread, rice, or pasta
- Each meal must contain 1 - 2 servings of grains or enriched bread (1 oz) or bread alternate.
 - Pasta or rice must contain a ½ cup serving portion. At least half of the daily intake of grains should be from whole grains. Grains that are processed (not whole) must be fortified.
- E. Milk – Fortified skim, low fat, or buttermilk
- Each meal shall contain eight (8) ounces of fortified skim or low-fat milk, or buttermilk.
 - Non-fat dry milk must not be reconstituted and repackaged as part of the meal package.
- F. Dessert – Optional
- Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients.
 - Fruit should be used as a dessert as often as possible and sweets should be limited. The fruit, grains, and dairy products served as dessert can count towards the fruit, grain, or dairy requirements.
- G. Condiments and Product Substitutes
- Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided but should not be counted as fulfilling any part of the nutritive requirements.
 - Condiments such as salad dressings, ketchup, soy sauce, mustard, and

mayonnaise do not need to be counted in a menu analysis if they are served “on the side” and are not combined with the food.

H. Sodium

- The commitment to reduce sodium in the meals stems from the fact that nutrition-related chronic diseases remain the primary cause of death among people aged 65 and older. California has a diverse population, and Nutrition Programs in the state provide culturally appropriate meals for many ethnicities. Asian meals traditionally have higher sodium levels. Programs that choose to provide culturally appropriate meals but are concerned with the sodium content of the meals may consider:
 - Using low-sodium soy sauce or diluting soy sauce with water to produce low-sodium soy sauce;
 - Offering soy sauce as a condiment to be added by the senior;
 - Providing Nutrition Education on sodium;
 - Continuing to work with the sodium levels of meals, making small steps, to reduce the risk of developing kidney stones and possibly decrease bone loss with age;
 - Not providing potassium chloride salt substitutes;
 - Noting meals that have more than 1000 mg of sodium on the menu as such: “This meal contains more than 1000 mg of sodium,” or using an icon denoting a high-sodium meal; and
 - Using low-sodium versions of high-sodium foods when available and feasible within budget allowances.

TABLE 1 – TARGET NUTRIENT

Nutrient	Target Value Per Meal	Daily Compliance Range
Calories	>550 Kcal	> 550-700 Kcal
Protein	14 grams	14 grams (in the entrée)
Fat (% of total calories)	30%	<35% weekly average
Vitamin A (ug)	250 ug	>250 ug 3 out of 5 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B6 (ug)	0.5 mg	>0.5 mg
Vitamin B12 (ug) **	0.8 ug	0.8 ug**
Calcium (mg)	400 mg	>400 mg
Magnesium (mg)	140 mg	>140 mg
Zinc (mg)**	2.6 mg	>2.6 mg **
Sodium (mg)	< 750 mg	<1,200 mg (over, 1,000 place an icon on the menu)
Fiber (gm)	> 7 gm	> 7 gm
Potassium (gm) **	1565 mg	1565 gm**
Vitamin D	200 IU	200 IU
Vitamin E**	5 IU	Education**

* Target Value: This value represents one-third of the DRI for a 1600-calorie range. The 1600- calorie range was chosen based on the requirements for a 70-year old sedentary female.

** If these elements are not provided to the level noted as a weekly average, the program must educate the participants on how to obtain these elements. This can be recognized from the weekly meal nutrition analysis.

Note: Fortified foods should be used to meet vitamin B12 needs.

**TABLE 2 - COMPONENT MENU
PLANNING
State of California Component Meal Pattern Required
Elements**

Food Group	Required servings per meal	Serving sizes for 1600 calorie level
Lean meat or beans	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1 – 2 servings	½ cup = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain	1 – 2 servings	1 slice Bread = 1 serving ½ cup of rice or pasta = 1 serving
Milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets, use fruit	Select foods high in fiber and low in fat and sugar

- (1) The number of servings per meal estimates provision of 1/3 of the DRIs.
- (2) Caloric value (1,600 Kcal/day) based on a 70+ year old female, “sedentary” physical activity level using Table 2 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the Dietary Guidelines for Americans, 2005.
- (3) All menus that are provided through the Nutrition Services Incentive Program, whether prepared on-site, frozen, non-perishable, boxed, or catered, must meet the same requirements.

SCOPE OF WORK: TITLE III-D: HEALTH PROMOTION/DISEASE MANAGEMENT

I. Program Goal

Health Promotion/Disease Management Services promote healthy aging and the maintenance of optimal physical, mental, and social well-being in older adults.

II. Unit of Service

One (1) contact is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings County, based on demands of the targeted population.

IV. Scope of Service

- A. Contractor must provide a minimum of one (1) Health Promotion/Disease Management Service activity.
- B. Health Promotion/Disease Management Services activities include:
 - Health risk assessments;

- Routine health screening, which may include hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density, and nutrition screening;
- Nutritional counseling and educational services for individuals and their primary caregivers;
- Evidence-based health promotion programs, including programs related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, falls prevention, physical activity and improved nutrition;
- Programs regarding physical fitness, group exercise, and music therapy, art therapy, and dance-movement therapy, including programs for multigenerational participation that are provided by—
 - an institution of higher education;
 - a local educational agency, as defined in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801); or
 - a community-based organization;
- Home injury control services, including screening of high-risk home environments and provision of educational programs on injury prevention (including fall and fracture prevention) in the home environment;
- Screening for the prevention of depression, coordination of community mental health services, provision of educational activities, and referral to psychiatric and psychological services;
- Educational programs on the availability, benefits, and appropriate use of preventive health services covered under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.);
- Medication management screening and education to prevent incorrect medication and adverse drug reactions;
- Information concerning diagnosis, prevention, treatment, and rehabilitation concerning age-related diseases and chronic disabling conditions, including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer’s disease and related disorders with neurological and organic brain dysfunction;
- Gerontological counseling; and
- Counseling regarding social services and follow up health services based on any of the services described in subparagraphs (A) through (K). The term shall not include services for which payment may be made under titles XVIII and XIX of the Social Security Act (42 U.S.C. 1395 et seq., 1396 et seq.).

V. Evidence-Based Services

The Fiscal Year (FY) 2012 Congressional appropriations now require that OAA (Older Americans Act) Title III-D funding be used only for Disease Prevention and Health Promotions programs and activities which have been demonstrated to be evidence-based.

A. Evidence-Based Definition

The Department of Health & Human Services, Administration on Aging (AoA) uses a graduated or tiered set of criteria for defining evidence-based interventions implemented through the OAA. Currently, services provided must meet the Minimal or Intermediate Criteria.

1. Minimal Criteria

- Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults; *and*
- Ready for translation, implementation and/or broad dissemination by community-based organizations using appropriately credentialed practitioners.

2. Intermediate Criteria

- Published in a peer-review journal; and
- Proven effective with older adult population, using some form of a control condition (e.g. pre-post study, case control design, etc.); and
- Some basis in translation for implementation by community level organization.

3. Highest-Level Criteria

- Undergone Experimental or Quasi-Experimental Design; and
- Level at which full translation has occurred in a community site; and
- Level at which dissemination products have been developed and are available to the public.

For more information on the AoA definition of evidence-based programs go to: http://www.aoa.gov/AoARoot/AoA_Programs/HPW/Title_IIID/index.aspx

SCOPE OF WORK: TITLE VII-B: ELDER ABUSE PREVENTION SERVICES

I. Program Goal

To develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721). For more information go to: http://www.aoa.gov/AoA_programs/Elder_Rights/EA_Prevention/index.aspx

II. Unit of Service

Elder Abuse Prevention Materials: One (1) product is counted as one (1) Service Unit
Community Education /Training: One (1) session is counted as one (1) Service Unit.

III. Area To Be Served

Services must be provided within Kings County, based on demands of the targeted population.

IV. Scope of Service

A. Elder Abuse Prevention Materials

1. Educational materials and guidance kits distributed for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation).

B. Community Education/Advocacy/Training

1. Public education and outreach to identify and prevent elder abuse, neglect, and exploitation.
2. Public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals
3. Training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.

SCOPE OF WORK: TITLE III-E: FAMILY CAREGIVER SUPPORT PROGRAM

FAMILY CAREGIVER INFORMATION SERVICES

I. Program Goal

To increase awareness of available services for caregivers of seniors 60 years of age and older, or individuals of any age with Alzheimer's disease and related disorders.

For more information go to: http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx

II. Unit of Service

One (1) activity is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings County, based on demands of the targeted population.

IV. Program Description – Information Services

- A. **Public Information on Caregiving:** Providing information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems (e.g., quarterly newsletter).

- B. **Community Education on Caregiving:** Educating groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services (e.g., booth at a health fair).

FAMILY CAREGIVER ACCESS ASSISTANCE

I. Program Goal

To assist caregivers of seniors 60 years of age and older, or individuals of any age with Alzheimer's disease and related disorders in gaining access to available services. For more information go to: http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx

II. Unit of Service

One (1) contact is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings County, based on demands of the targeted population.

IV. Program Description – Access Assistance

- A. **Caregiver Outreach:** Initiating one-on-one contacts with individuals to identify caregivers and encourage their use of existing caregiver support services (e.g., Caregiver InfoVan staff contacts outside of local market).
- B. **Caregiving Information and Assistance:** (1) Providing caregivers with information on services available within the communities, including caregiving information related to assistive technology and caring for older individuals at risk for institutional placement. (2) Linking caregivers to the services and opportunities that are available within the communities. (3) To the maximum extent practicable, establishing adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).
- C. **Caregiver Interpretation / Translation:** Providing bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver).
- D. **Caregiver Legal Resources:** One-to-one guidance provided by an attorney (or person under the supervision of an attorney) in the use of legal resources and services when assisting a caregiver with caregiving-related legal issues.

FAMILY CAREGIVER SUPPORT SERVICES

I. Program Goal

To provide caregivers of seniors 60 years of age and older, or individuals of any age with Alzheimer's disease and related disorders with counseling, peer support groups and training to help them better cope with the stresses of caregiving. For more information go

to: http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx

II. Unit of Service

One (1) hour is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings County, based on demands of the targeted population.

IV. Program Description – Support Services

- A. **Caregiver Assessment:** Conducted by persons trained and experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their: (1) willingness to provide care; (2) duration and care frequency preferences; (3) caregiving abilities; (4) physical health, psychological, social support, and training needs; (5) financial resources relative for caregiving; and (6) strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.
- B. **Caregiver Counseling:** Provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of support needed for stress, depression, and loss as a result of caregiving responsibilities. This service (1) may involve his or her informal support system; (2) may be individual direct sessions and/or telephone consultations; and (3) may address caregiving-related financial and long-term care placement responsibilities.
- C. **Caregiver Peer Counseling:** Provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.
- D. **Caregiver Support Group:** Provided to a group of 3 – 12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving, and to improve decision-making and problem-solving skills related to their caregiving responsibilities.
- E. **Caregiver Training:** Workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled and knowledgeable individual, to assist caregivers in developing the skills and gaining the knowledge necessary to fulfill their caregiving responsibilities; and address the areas of health,

nutrition, and financial literacy.

- F. **Caregiver Case Management:** Provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.

FAMILY CAREGIVER RESPITE CARE

I. Program Goal

To provide temporary relief to caregivers of seniors 60 years of age and older, or individuals of any age with Alzheimer's disease and related disorders

II. Unit of Service

One (1) hour is counted as one (1) Service Unit

III. Area To Be Served

Services must be provided within Kings County, based on demands of the targeted population.

IV. Program Description – Respite Care

- A. **Caregiver Respite In-Home Supervision:** Providing care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or volunteer in order to prevent wandering and health or safety incidents.
- B. **Caregiver Respite Homemaker Assistance:** Providing care receiver assistance with meal preparation, medication management, using the phone, and or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.
- C. **Caregiver Respite In-Home Personal Care:** Providing care receiver assistance with eating, bathing, toileting, transferring, and or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.
- D. **Caregiver Respite Home Chore:** An appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.
- E. **Caregiver Respite Out-of-Home Day Care:** The care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.

- F. **Caregiver Respite Out-of-Home Overnight Care:** The care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.

EXHIBIT H: CULTURAL COMPETENCE AND DIVERSITY

The Contractor is encouraged to support Tulare County Health and Human Services Agency in the journey to work effectively across and among all cultures. It is the desire of HHSA that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

Contractor and County agree that:

- **Cultural competence** is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

Contractor will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.
- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Jim Henderson/Rhonda Mann

SUBJECT: HEAT PUMP UNIT FOR THE SHERIFF'S OFFICE

SUMMARY:

Overview:

The Sheriff's Department needs a new heat pump unit. The installation of the new Heat Pump Unit will allow Building Maintenance to stop using the temporary heaters they are using now.

Recommendation:

- 1) Approve the purchase of a Heat Pump Unit for the Sheriff's Records; and
- 2) Authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

Fiscal Impact:

In the current budget year, Building Maintenance has the funding in their SI& G account to cover the cost. The funds, totaling up to \$6,800, will be transferred from the Building Maintenance Budget unit 925700 (account 82218000) to Capital Outlay 700000 (account 82420003).

BACKGROUND:

Currently we are providing heat to the Sheriff's Records with two (2) portable heaters. It is not economically feasible to continue to conduct minimal repairs to the heating pump unit. At this time, it is being recommended that the existing equipment be replaced because it is old and very expensive to repair.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Department of Public Works – Kevin McAlister

SUBJECT: ENCROACHMENT PERMIT FOR THE USE OF COUNTY ROADWAY FOR
THE 3RD ANNUAL COW RUN

SUMMARY:

Overview:

Run For All, Inc. is promoting a half marathon and 5k run in Hanford on February 4, 2018. As part of this event, this group has requested the use of County roads.

Recommendation:

Approve the encroachment permit for 3rd Annual Cow Run event and waive the encroachment permit fee.

Fiscal Impact:

There will be no direct fiscal impact to the County by approving this event and the use agreement.

BACKGROUND:

Run For All, Inc. is promoting a half marathon and 5k run in Hanford on February 4, 2018. Setup for the races will begin at 6:30 a.m. and the races will begin at 8:00 a.m. and are expected to be finished by noon. The attached proposal provides specifics for this event. In summary, the event consists of a half marathon and 5k run. The route will start and end at Mustang Drive. The runners will turn north on 13th Avenue and continue up to Excelsior Avenue with detours along Flint, Elder and Everett Avenues. Road closures include 13th, Flint, Elder and Everett Avenues. The traffic control will be provided by the California Highway Patrol (CHP). The event insurance will cover all aspects of this event, including any volunteers, and the County is named as an additional insured. The applicant has requested that the encroachment permit fee be waived because this is a not-for-profit community event.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

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 January 30, 2018

SUBMITTED BY: Human Resources - Leslie McCormick Wilson

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE
FIREFIGHTERS' ASSOCIATION

SUMMARY:

Overview:

The County's previous agreement with the Firefighters' Association expired December 31, 2017. Negotiations have been conducted in good faith and a successor agreement has been reached between the parties for a term ending January 31, 2019. The agreement has been ratified by the membership of the Association and staff recommends approval by the Board of Supervisors. It is also recommended that the Fire Chief and Assistant Fire Chief classifications receive a salary increase, with no change recommended for the Battalion Chief classification.

Recommendation:

- 1) Authorize the Human Resources Director and designated staff to sign the attached agreement with the Firefighters' Association that ends January 31, 2019.
- 2) Approve a four (4) salary range increase for the Assistant Fire Chief classification from salary range 256.0 (\$7,680 - \$9,370) to salary range 260.0 (\$7,992 - \$9,752).
- 3) Approve a salary increase for the Fire Chief classification from \$10,715 per month to \$11,289 per month, with no change in salary band.

Fiscal Impact:

This item provides salary increases for Firefighters' Association and Fire Management classifications ranging from approximately 0% - 5.36% effective January 29, 2018 and salary increases for Firefighter's Association classifications ranging from approximately 0% - 1% effective January 28, 2019. An increase of five percent (5%) across the board was included in this budget in anticipation of salary increases. It is anticipated the 2018 salary increases will be absorbed through the Fiscal Year 2017/2018 budgeted

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE FIREFIGHTERS' ASSOCIATION

January 30, 2018

Page 2 of 2

amounts. The cost of the uniform increase and the 2019 salary increases will be included in the Fire Department's Fiscal Year 2018/2019 budget.

BACKGROUND:

The proposed agreement with the Firefighters' Association provides for salary increases to take effect January 29, 2018 (pay period 2018-04) and January 28, 2019 (pay period 2019-04), as indicated in the table below.

Class Title	Proposed Range Increase Eff. 1/29/2018	Proposed Range Increase Eff. 1/28/2019
Firefighter	0	0
Fire Apparatus Engineer	2	1
Fire Captain	5	1

In addition to the salary increases, this agreement provides for an increase to uniform purchases per allocated Firefighter, Fire Apparatus Engineer and Fire Captain positions in the Fire Department budget. The agreement also proposes that during the term of the agreement any increases in the health insurance premium amount will be split 50/50 between the employer and employee. Language regarding family sick leave, the health/dental/optical plan, sick leave and the retiree health benefit was updated. Because the County is required to abide by the federal Family and Medical Leave Act (FMLA), and the California Family Rights Act (CFRA), Article 5-Family Medical Leave is proposed to be deleted as it is unnecessary in the Memorandum of Understanding (MOU). In addition to the elements described above, the MOU has been updated to incorporate all modifications previously agreed to as well as minor wording updates. Attached is the MOU with all changes highlighted with bold and strikethroughs for your Board's review.

In addition to the MOU with the Firefighters' Association, salary increases are recommended for some Fire Management classifications. Fire Management classifications were not included when the Board of Supervisors approved salary increases for unrepresented management classifications effective October 23, 2017. The Cooperative Personnel Services (CPS) salary survey completed in 2017 was considered in determining the October salary recommendations for unrepresented management. The CPS salary survey was also considered in determining the Fire Management salary recommendations included in this item.

Recommendations for Fire Management salary increases range from 0% - 5.36%. It is recommended that the Assistant Fire Chief classification receive a four (4) range (approximately 4.08%) salary increase, and that Fire Chief receive a \$574 per month (approximately 5.36%) salary increase to \$11,289 per month. No change is recommended for the Battalion Chief classification.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF KINGS

AND

KINGS COUNTY FIREFIGHTERS' ASSOCIATION
IAFF Local #3747

January 29, 2018 – January 31, 2019

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the Kings County Firefighters' Association have met and conferred in good faith and have mutually agreed as a result of this process to recommend to the Board of Supervisors of the County of Kings and the general membership of the Kings County Firefighters' Association adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 PRIOR AND EXISTING CONDITIONS

All rights, privileges, benefits and terms and conditions of employment as of the date of this Memorandum of Understanding, which are not specifically set forth herein, shall remain in full force, unchanged and unaffected during the term of this agreement, unless changed as provided by law.

ARTICLE 3 TERM OF MEMORANDUM

Except where otherwise specifically stated, this Memorandum of Understanding shall be effective for the period January 29, 2018 through January 31, 2019.

ARTICLE 4 FAMILY SICK LEAVE

In compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

- 1) A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;
- 4) A registered domestic partner;
- 5) A grandparent;
- 6) A grandchild; or
- 7) A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and this section is not intended to contradict,

supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

ARTICLE 5

LIMITED DUTY

- A) All safety employees who have sustained injuries or illnesses which preclude the full performance of their regular duties shall be eligible for limited duty provided the illness or injury was not job-related. The test for this will be that the employee has not filed a worker's compensation claim with the County for the specific illness or injury in question. It is understood that employees injured on the job and receiving salary under Section 4850 of the Labor Code will be given first priority for limited duty assignment.
- B) Limited duty assignments shall be made only after the employee furnishes written medical evidence acceptable to the Department Head which specifically addresses the range of physical activities the employee is permitted to perform, together with a diagnosis of the illness or injury and, if possible, the prognosis and estimated date full duties may be resumed. The employee, as a condition of being assigned to limited duty, may be required to furnish additional medical information as required by the department. Medical evidence submitted may be reviewed by the County Health Officer who shall make the final decision on qualifications.
- C) The Department Head or designee shall maintain a list of employees who are eligible for limited duty assignments. The list shall be kept in the order of the date the employee requested limited duty. A written request may be required.
- D) The Department Head or designee shall determine which assignments are placed on the limited duty list. Only work which is determined by the Department Head to be necessary and related to the professional fire service shall be assigned as limited duty. While the list of assignments is

controlled by the Department Head or designee, the Employees' Association may nominate jobs for inclusion on the list. The Department Head may appoint a committee to review potential limited duty assignments and make recommendations to him as to whether or not they are appropriate for inclusion on the list. The list shall be public record.

- E) The final assignment of limited duty shall be made by the Department Head. Where possible, assignment should be based on the order of those on the limited duty eligible list. When there are multiple names on the list, the work should be divided as equitably as possible among such eligibles. Refusal of a limited duty assignment may be grounds for denial of sick leave and for disciplinary action.
- F) Limited duty shall be governed by the same standards and regulations as the employee's regular duties. Failure to meet established work standards shall be subject to the same sanctions as those in effect for regular duties.

ARTICLE 6

SALARIES

For all employees in the unit, there will be salary adjustments to address equity and compaction concerns raised through the County's salary survey. The salary range increases will become effective as indicated below:

Effective (After BOS Approval), January 29, 2018 (PP2018-04):

JCN	Job Title	Range Increase	New Range	Total Percentage
M18	Firefighter	0	191.0	0%
M14	Fire Apparatus Engineer	2.0	201.0	2.01%
M16	Fire Captain	5.0	216.0	5.13%

Effective January 28, 2019 (PP2019-04):

JCN	Job Title	Range Increase	New Range	Total Percentage
M18	Firefighter	0	191.0	0%
M14	Fire Apparatus Engineer	1.0	202.0	1%
M16	Fire Captain	1.0	217.0	1%

The salary schedule is attached as Appendix A.

ARTICLE 7

SPECIAL COMPENSATION

- A) All represented employees who obtain and maintain EMT-D qualification shall be entitled to additional compensation in the amount of \$15.00 per pay period.
- B) Four (4) represented employees who obtain and maintain instructor certificates in C.P.R. and First Aid (two employees, one on each shift, maximum) or C.P.R. and E.M.T. shall be entitled to additional compensation in the amount of \$42.00 per pay period. Three (3) represented employees who obtain and maintain instructor certificates in Hazardous Materials - first responder operations (at least one on each shift) shall be entitled to additional compensation in the amount of \$42.00 per pay period. Selection of certified instructors shall be made by the Fire Chief, with recommendations by the Training Officer. Appointments shall be made biennially beginning the fourteenth pay period of the year. Instructors will be reviewed by the Training Officer on a yearly basis with their performance as an instructor and class evaluations being considered in evaluating their overall performance and in considering re-appointment to the position. Instructors can be removed at any time at the discretion of the Fire Chief.
- C) The employee is responsible for providing the Fire Chief with acceptable verification upon obtaining EMT-D qualification. A request from the Fire Chief is to be sent to Personnel with appropriate verification before special compensation may be approved by Human Resources.
- D) Effective November 25, 2013 (pay period 13-25), all represented employees who obtain and maintain a Fire Officer certification shall be entitled to additional compensation in the amount of \$42.00 monthly (or \$19.38 per pay period). All represented employees who obtain and maintain a Chief Officer certification shall be entitled to additional compensation in the amount of \$85.00 monthly (or \$39.23 per pay period). Appropriate certification documentation must be received by the department prior to payment authorization. Employees receiving compensation for Chief Officer shall not be entitled to receive additional compensation for Fire Officer certification.

ARTICLE 8

RETIREMENT

- 1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety Plan pursuant to AB 340/SB197 (Pension Reform Act of 2013).

These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 10.75% of salary. Such payment shall vest to the employee.

2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.
 - a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.

ARTICLE 9

UNIFORMS

- A) Effective Fiscal Year 2018-19, funding shall be placed in the Fire Department budget in the amount of \$850 per allocated position for uniform purchases for the following classifications: Firefighter, Fire Apparatus Engineer and Fire Captain. An additional \$900 per new hire shall be added to the above budget provided the new hire is for a newly allocated position or replacing a vacancy that occurred more than 30 days after the beginning of the fiscal year. Funds remaining in the Fire Department budget UNIFORM ALLOWANCE line item 822050 at the end of the fiscal year shall be encumbered and will carry over to the following year.
 1. For employees hired on or after January 1, 2013 and designated as “new members” to CalPERS, any uniform allowance will not be subject to reporting as special compensation to PERS pursuant to AB 340/SB197 (Public Employee Pension Reform Act of 2013).
 2. For employees hired prior to January 1, 2013 or otherwise designated as “classic” members, the uniform allowance continues to be subject to reporting as special compensation to PERS. For payroll purposes, effective the first full pay period in Fiscal Year 2016-17 (pay period 2016-15), the uniform annual allowance will be reported to PERS for each classic member as 1/26 of the annual allowance each pay period the employee is on the regular County payroll in paid status. The uniform allowance shall not be reported for any pay period the employee is in unpaid status the entire pay period.
- B) The Fire Department shall make an initial purchase and provide to each eligible employee the following items:

2 Nomex Uniform Shirts, Workrite
3 Nomex Uniform Pants, Workrite
6 Fire Department "House" T-Shirts
Appropriate Uniform Patches and Insignia
Safety Boots

- C) Repairs, replacement and additional approved (by the department) uniform purchases may be made by the Fire Department with the approval of the Fire Chief if an adequate fund balance exists. The Association is responsible for surveying the needs of the unit and providing the information to the Fire Chief or designee.
- D) The Fire Chief may assign duties related to the purchasing of uniforms to any Fire Department staff including but not limited to any of the above listed classifications. The Association may submit recommendations and evaluations to the Fire Chief for consideration.
- E) All purchasing, repairs and replacement costs of approved Fire Department uniforms shall be borne by the County of Kings if within the above listed budget. All purchasing, repairs and replacement costs of Fire Department uniforms beyond the budgeted amount shall be borne by the employee. Employees shall wear the required uniform in good repair.
- F) When an employee transfers or terminates from a uniformed position, he or she may be required to turn in to the Fire Department all uniform items purchased by the County. Uniform items may be reissued to employees only with the receiving employee's permission.

ARTICLE 10 PERSONAL PROPERTY REIMBURSEMENT

Upon approval of the County Fire Chief, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches or other articles necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty or stolen from County facilities provided the employee was not at fault or contributorily negligent. If items are damaged beyond repair, the actual value of such may be paid up to a limit of \$500.00 per instance. The value of such items shall be determined as of the time of damage thereto. The County Fire Chief shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items or personal property used on County business unless they have more than minor value and are listed on an inventory of such items which

has received certification by the County Fire Chief that said items are necessary for the conduct of County business.

ARTICLE 11 HEALTH/DENTAL/OPTICAL

Employees who are enrolled in a pretax insurance plan will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying event.

- A) Effective May 22, 2017 (pay period 2017-12) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, shall be as follows:

<u>Health/Dental/ Vision Plan level</u>	<u>County Monthly Contribution</u>
Single	\$418.92
Two-Party	\$762.68
Family	\$1147.58

<u>Dental/Vision Only⁽¹⁾</u>	<u>County Monthly Contribution</u>
Single	\$28.92
Two-Party	\$54.28
Family	\$85.38

(1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

- B) Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.
- C) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting representative from each bargaining unit as well as unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums is set in this Article above.

ARTICLE 12 ASSOCIATION TIME

Designated officers of the Association will be permitted up to a combined total of 140 hours of duty time off per calendar year for the purpose of conducting Association business as follows: Up to a combined total of 96 hours will be permitted provided that the Fire Department is notified at least 72 hours in advance of the leave and there is relief staffing that does not cause forced overtime. Up to an additional combined total of 44 hours will be permitted provided that the Fire Department is notified at least 72 hours in advance of the leave and contingent on available relief without additional overtime cost.

ARTICLE 13 WORK CYCLE

Since July 3, 2006, the basic work cycle is 144 hours in an 18-day period as shown in the following example:

X = On Duty Status

O = Off Duty Status

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
X	X	O	O	X	X	O	O	X	X	O	O	O	O	O
16	17	18												
O	O	O	(Repeat Cycle)											

Employees covered by this MOU are considered to be 56 hour a week employees for payroll purposes.

ARTICLE 14 OVERTIME

The County will pay 56 hour employees overtime at an amount equal to one and one-half (1-1/2) times the regular 56 hour hourly rate of pay, including all incentives and special compensations in Article 19, (Section C below) for hours worked in excess of 136 hours in an 18 day work period. For the purpose of computing working time in this section, all authorized paid vacation and sick leave shall be computed as time worked. All overtime shall be paid on the payday following the work cycle in which it was earned.

ARTICLE 15 CALL BACK

The County will compensate employees for a minimum of two (2) hours when called back for active duty after having gone off duty and departed the work site.

ARTICLE 16 EMPLOYEE ASSISTANCE PROGRAM

- A) The County's Employee Assistance Program (EAP) which provide confidential counseling and/or psychological services for drug and/or alcohol related problems and critical incident counseling. Employees may voluntarily utilize the program or, with cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 11 shall advise the County on plan design and selection of providers.
- B) Each employee shall submit to a screening test for drugs and alcohol as part of the regularly scheduled physical examination. If there is reasonable cause to suspect that an employee has a drug and/or alcohol abuse problem, the Department Head may require that employee to submit to a screening test for drugs and/or alcohol at times other than the regularly scheduled physical examination.
- C) Each employee shall submit to alcohol and/or drug screening tests as per the Kings County Fire Department Alcohol and Drug Abuse Policy (Appendix B).
- D) Results of drug and/or alcohol screening tests shall remain confidential.

ARTICLE 17 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Department of Finance.

ARTICLE 18 TRAINING

The Fire Department shall furnish employees a minimum of ten (10) calendar days' notice of any scheduled off duty training session. Employees who have previously scheduled vacations which coincide with the scheduled training dates will not be required to attend. Employees who have eight-day breaks which coincide with the scheduled training date(s) will be required to attend the training unless such eight-day break falls at the beginning of a previously scheduled vacation.

ARTICLE 19 HOLIDAYS

Fire service requires scheduled staffing without regard to holidays. Accordingly, firefighters are compensated for holiday in lieu for days they would otherwise be eligible to take as time off:

- A) The following shall be paid holidays for all employees covered by this MOU:
1. January 1, New Year's Day.
 2. Third Monday in January, Martin Luther King Day.
 3. Third Monday in February, Presidents Day.
 4. Last Monday in May, Memorial Day.
 5. July 4, Independence Day.
 6. First Monday in September, Labor Day.
 7. November 11, Veterans' Day.
 8. The day designated as Thanksgiving Day.
 9. The day after the day designated as Thanksgiving Day.
 10. Twelve hours occurring on the working day before the day observed as Christmas Day for shift personnel. (1/2 day Holiday)
 11. December 25, Christmas Day.
 12. Twelve hours occurring on the working day before the day observed as New Year's Day for shift personnel. (1/2 day Holiday)
 13. Such other days as the Board of Supervisors may determine by resolution.
- B) If a recognized County holiday (as established by Section 7050 of the County Personnel Rules) falls during a period when an employee is on paid leave status (vacation, sick leave, jury duty or examination leave) such employee shall receive holiday pay in the same manner as an employee who is off shift, i.e., Holiday Pay will be received in addition to the regular rate of pay.
- C) Holiday Pay for each of the holidays listed above shall consist of 24 hours of pay at the employee's regular rate of pay at the time payment is made with the exception of half day holidays, which shall consist of 12 hours of pay. Regular rate of pay for holiday purposes includes special compensations as listed below and as applicable to each employee covered under this MOU, when figuring the hourly rate to multiply by the number of Holiday Pay hours each employee is entitled to. Special Compensations include the following:
- EMT-D Qualification Pay
 - Instructor Pay
 - Fire Officer or Company Officer Certification Pay
 - Chief Officer or Chief Fire Officer Certification Pay
 - Bilingual Pay
- D) Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.

- E) Any employee who is required to work on a day which is a holiday shall be compensated for the holiday in the manner described above, which shall include all incentives/special compensations discussed herein, in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees in this bargaining unit equally.
- F) When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
- G) When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- H) An employee must be in paid status either the work day preceding or the work day following in order to receive holiday pay. An employee who is in unpaid status the work day preceding and following the holiday, shall not receive holiday pay.

ARTICLE 20 TEMPORARY ASSIGNMENT REIMBURSEMENT

Fire employees who are temporarily assigned to work sites outside the Battalion in which they normally work requiring additional travel shall receive the current mileage rate paid by the County for the additional mileage they are required to travel. This is intended to reimburse employees only for the additional travel required by virtue of the assignment change. In the event the assignment change actually required no additional travel or less travel, then no mileage will be paid.

ARTICLE 21 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to bilingual compensation in the amount of \$27.50 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. Bilingual pay requires approval by the Human Resources Director upon request of the department head. Where necessary, job audits may be conducted to determine whether the fifty- percent criteria is being met. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County.

ARTICLE 22 ADMINISTRATIVE APPEALS PROCEDURE

The County and Association agree to follow the administrative appeal procedures pursuant to Government Code section 3254 of the Firefighters

Procedural Bill of Rights Act (FBOR). To the extent such procedures required under the FBOR are inconsistent with the County's current procedures, the County and Association agree to meet and confer over such procedures and work in good faith to finalize such procedures within three months of the execution of this Agreement. The Procedure for Administrative Appeal of Disciplinary Action is attached as Appendix C.

ARTICLE 23 SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding or any addition thereof should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory agreement for such article or section.

ARTICLE 24 VACATION

All full-time and regular part-time employees in the classified service shall be entitled to vacation credit in accordance with the following schedule of earned hours of service:

<u>Regular at 40 = 2080 per year</u>			<u>Earned per year</u>				
			<u>Accrual</u>	<u>(based on work hours)</u>			
<u>Years</u>	<u>Hours</u>		<u>Rate</u>		<u>HOURS</u>	<u>WEEKS</u>	<u>CAP</u>
0 - 5	0	- 10,400	0.046154	2080	96.00	2.40	192
5+ / -15	10,401	- 31,200	0.057693	2080	120.00	3.00	240
15 +	31,201	- over	0.076924	2080	160.00	4.00	320

<u>Fire at 56 = 2912 per year</u>			<u>Earned per year</u>				
			<u>Accrual</u>	<u>(based on work hours)</u>			
<u>Years</u>	<u>Hours</u>		<u>Rate</u>		<u>HOURS</u>	<u>WEEKS</u>	<u>CAP</u>
0 - 5	0	- 14,560	0.046154	2912	134.40	2.40	269
5+ / -15	14,561	- 43,680	0.057693	2912	168.00	3.00	336
15 +	43,681	- over	0.076924	2912	224.00	4.00	448

ARTICLE 25 SICK LEAVE

All regular full-time and regular part-time employees shall be entitled to point zero four six one five four (.046154) hours of sick leave with pay for each of the actual number of hours of regular employment.

ARTICLE 26

RETIREE HEALTH BENEFIT:

A) Employees hired after April 18, 2011, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing from the County at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an "account" to be used toward Kings County health insurance premiums only, at a rate not to exceed the family option per month until the employee, and/or spouse (if covered) is eligible for Medicare or the payout benefit is exhausted, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	Percent of compensation (based on hours) <u>Retiree Health Benefit</u>
14,561 – 43,680	25%
43,681 – 58,240	35%
58, 241 and over	45%

To qualify for the retiree health benefit, the employee, spouse, and/or any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement from County service. Retiree health benefit payments may be used toward coverage for the employee's spouse and/or dependents only so long as they are eligible for coverage under the plan, have not reached Medicare eligibility or, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare eligibility and there is money remaining in the account, the employee's spouse and/or covered dependent(s) may continue to use the account toward Kings County health insurance premiums or Medicare supplemental insurance premiums if eligible as stated above. Any unused balance in the account remains the property of the County.

B) Employees hired prior to April 18, 2011, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

<u>Service Hours</u>	Percent of Compensation (based on hrs) <u>Cash</u>	<u>OR</u>	Percent of Compensation (based on hrs) <u>Health Benefit</u>
14,561 – 58,240	20%		40%
58,241 and over	20%		50%

Taxes will be paid by the employee on the full cash distribution, or the portion of the deposit into the account that could have been taken in cash. Additionally, the cash benefit is taxable in the year the cash is received. Any unused balance in the account remains the property of the County.

1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an "account" to be used toward Kings County health insurance premiums. The employee, spouse, and/or any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance no later than 14 days after the separation in good standing from County service as a result of resignation, layoff or retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee's health insurance premium until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee's dependent(s) may continue to use the account, if eligible as stated above. In the event of death of an eligible employee (while still employed in good standing), the spouse and/or eligible dependent(s) shall make the election of either cash or the retiree health benefit option within 30 days of the death of the employee.

2) Cash benefit option:

Employees who fail to elect the retiree health benefit will be cashed out, if eligible. If employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

ARTICLE 27 TOBACCO USE

Any department employees hired after June 18, 2007 to provide fire suppression or prevention services in a sworn capacity, as a condition of employment, shall refrain from using tobacco or tobacco products either on duty, off duty or while in uniform during his or her tenure of employment.

ARTICLE 28 PERSONNEL ASSIGNMENTS TO APPARATUS

It is the intention of the Kings County Fire Department to respond with a minimum of 2 personnel assigned to an Engine, Truck, Patrol, or Water Tender when available or applicable. Given that the numbers of assigned personnel may vary depending on station location and/or department constraints, there may be times when this is unachievable. Deviation from this standard is at the discretion of the Fire Chief or their designee.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

KINGS COUNTY FIREFIGHTERS' ASSOCIATION
REPRESENTATIVES

COUNTY OF KINGS AUTHORIZED
REPRESENTATIVES

Date
Association President

Date
Leslie McCormick Wilson
Director, Human Resources

Date
Association Vice-President

Date
Henie Ring
Principal Personnel Analyst

Date
Association Secretary

Date
Association Treasurer

APPENDIX A

KINGS COUNTY FIREFIGHTERS' ASSOCIATION

SALARY SCHEDULE - HOURLY RATES

Effective January 29, 2018 at 12:01 a.m. (beginning of PP 2018-04)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	191.0	16.57	17.41	18.30	19.24	20.21
Fire Apparatus Engineer	201.0	18.30	19.24	20.21	21.24	22.33
Fire Captain	216.0	21.24	22.33	23.47	24.67	25.94

Effective January 28, 2019 at 12:01 a.m. (beginning of PP 2019-04)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	191.0	16.57	17.41	18.30	19.24	20.21
Fire Apparatus Engineer	202.0	18.49	19.43	20.41	21.46	22.55
Fire Captain	217.0	21.46	22.55	23.71	24.92	26.19

APPENDIX B

KINGS COUNTY FIRE DEPARTMENT

ALCOHOL AND DRUG ABUSE POLICY

I. PURPOSE

It is the intention of this policy to ensure the absence of substance abuse and its effects in the workplace. While the Fire Department has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol on or off the job can take its toll on job performance and employee safety. This policy reiterates the Department's expectation that employees be able to perform their duties safely and efficiently in the interests of their fellow workers, the public and themselves. The presence and/or use of drugs and alcohol on the job is inconsistent with this expectation.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the County Employee Assistance Program (EAP). While the Department will be supportive of those who seek help voluntarily, it will be equally firm in identifying and disciplining those whose work performance may be impaired from substance use/abuse and who do not seek assistance.

Department staff will be trained to identify the signs and symptoms of substance use/abuse and will be involved in the implementation of this policy. Alcohol or drug abuse will not be tolerated. Progressive discipline, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the identification of and deterrence of alcohol and drug abuse in the Fire Department. To that end, the Department will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the Department's reputation. All persons affected by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to its employees, the following policy against drug and alcohol abuse is hereby adopted by the Kings County Fire Department.

II. DEFINITIONS

1. "Substance abuse" - the use of alcohol or drugs, as defined below, in such a manner on one or more occasions as to impair or reduce a person's ability to use good judgment and/or act responsibly in everyday situations, or to safely and efficiently perform the duties and functions of a particular assigned job.
2. "Alcohol" - any alcoholic beverage, such as, but not limited to beer, wine or liquor; or any other substance containing alcohol which, when ingested in sufficient quantity, can cause an impairment in perception, judgment or physical ability.

3. "Drug" - any substance whose possession or ingestion is prohibited by any Federal, State or local law except those validly prescribed medicines which are taken in accordance with prescription directions.
4. "Under the Influence" - any condition where drugs or alcohol have so affected the nervous system, brain or muscles of a person as to impair, to an appreciable degree, his/her ability to act as an ordinary, prudent, and cautious person would act if they were in full possession of their faculties and using reasonable care.
5. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonable prudent person to believe that an employee is under the influence of drugs or alcohol.

III. POLICY

Every employee of the Kings County Fire Department:

- A. Shall not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- B. Except for prescription medication, shall not possess or ingest alcohol or drugs during working hours, on breaks, during meal periods while on duty, upon County property while on duty or in County vehicles, whether working or not.
- C. Shall not directly or through a third party sell or provide drugs or alcohol to any employee, while such employee is on duty, at any time while such employee is on duty and on County property or in a County vehicle;
- D. Shall submit immediately to an alcohol or drug test when requested by the department head or his designee and based upon facts which would support a reasonable suspicion that the employee was under the influence. Refusal to submit to such a test may constitute insubordination and may result in disciplinary action.
- E. Shall notify his/her supervisor, before beginning work, when taking any prescription medication or drug which may interfere with the safe and effective performance of duties or operation of County equipment. Failure to make such notification may result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed medication or drugs, clearance from a qualified physician may be required.
- F. Shall provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.
- G. Who is off duty and is called to work, shall decline the assignment if the employee believes that his or her use, while off duty, of alcohol or prescription medication or

drugs would interfere with the safe and effective performance of his or her duties or operation of County equipment.

Except for searches identified in Paragraph V(E), the department reserves the right to search for alcohol or drugs, without employee consent or prior notification, in any area of County property over which it has sole or joint control with the employee. The Department may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the Department.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall remain on the work location until transportation home is arranged.

Appropriate law enforcement personnel will be contacted when the employee refuses to remain at the job site and there are facts which would support a reasonable suspicion that the employee, by operating a motor vehicle, would create a danger to him/herself or others.

The Department has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors, Personnel or the Department for additional information.

IV. APPLICATION

This policy applies to represented employees of and to all applicants for positions with the Kings County Fire Department.

It is the intent of the Department to administer consistency of discipline and assist the employee with reasonable accommodation in respect to substance abuse.

Reasonable accommodation shall include, but is not limited to, the following:

1. The ability for the affected employee to obtain, at his/her own expense, a second medical opinion regarding the issue of the suspected substance abuse.
2. The cooperation of the department in utilizing the EAP and/or other substance abuse services.
3. Cooperation by the Department to place the individual within a substance/alcohol abuse program.
4. Any combination of the above.

Notwithstanding this policy of reasonable accommodation, the Department retains the right to take such disciplinary action as may be appropriate under the circumstances.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Managers and supervisors are responsible for enforcement of this policy.

- B. Managers and supervisors may order an employee to submit to a drug and/or alcohol test when there are facts which would support the reasonable suspicion that the employee is under the influence of drugs or alcohol while on the job. This order to submit to testing must first be approved by the manager's or supervisor's immediate supervisor, if available.
- C. Employee will submit to an alcohol and drug screening test as a matter of routine after a motor vehicle accident resulting in a fatality, serious bodily injury or serious property damage in which a participant is a County employee on County time or driving a County vehicle.
- D. Managers or supervisors shall not physically search employees, nor shall they search the personal possessions of employees without the freely given consent of the employee. Searches, when consented to, shall be made in the presence of the employee and a witness.
- E. Managers or supervisors shall notify the Fire Chief or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the County. If the Fire Chief or designee believes that there is a reasonable suspicion of illegal drug possession, notification will be made to the appropriate law enforcement agency.

The following factors may give rise to reasonable suspicion:

- 1. Physical impairment normally associated with drug or alcohol under the influence such as slurred speech, unsteady gait, inability to walk;
- 2. Impaired oral communication or cognitive functions such as inability to carry on a conversation, lack of contact with reality;
- 3. Odor of alcohol on body or breath;
- 4. Accident involving County property due to impaired physical abilities, such as ability to perceive, respond and exercise good judgment, normally associated with drug or alcohol under the influence;
- 5. Possession of alcohol or drugs at the workplace or work location;
- 6. Unusual behavior normally associated with drug or alcohol use/abuse.

VII. DRUG AND/OR ALCOHOL TESTING

- A. Pre-employment Physicals
 - 1. Any offer of employment to an applicant shall be contingent upon a negative result from a drug and/or alcohol screening test.

2. If a drug screen is positive at the pre-employment physical, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide such verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will no longer be considered for employment.

B. During Employment Physicals or Alcohol/Drug Tests

1. A valid positive result from a drug and/or alcohol analysis test may result in disciplinary action, up to and including discharge.
2. The initial test to be given will be the Enzyme Multiplied Immunoassay Test (EMIT). If the initial test is positive, the testing lab will automatically perform a second test. The second test may either be a Gas Chromatography or a Mass Spectrometry. All testing will be performed at the expense of the County. These tests shall be used exclusively unless changed by consent of both parties.
3. If the drug screen is validly positive for a drug which can be legally prescribed by a medical doctor, the employee must provide within 24 hours bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, the employee will be subject to disciplinary action up to and including discharge.
4. If an alcohol or drug screening test is validly positive for alcohol or drugs, the department may conduct an investigation to gather all facts. Any decision to discipline will be carried out in conformance with Chapter 10 of the County Personnel Rules.

VIII. CONFIDENTIALITY

Laboratory reports, drug and/or alcohol screening test results, medical reports and information or documentation of an employee's participation in the Employee Assistance Program or any other rehabilitation or treatment program shall not appear in an employee's official personnel file. Information of this nature will be contained in a separate confidential medical file that will be securely maintained under the control of the County Health Officer and shall not be released to any party except the employee and his authorized agent with the express written consent of the employee except as set forth in this paragraph or as required by law. Disclosures, without employee consent, may occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

IX. EMPLOYEE ASSISTANCE PROGRAM

Early recognition and treatment of alcohol and drug abuse is important for successful rehabilitation, for economic return to the Department and for reduced personal, family and social disruption. The

Department encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment is primarily the individual employee's responsibility. To assist employees in obtaining early voluntary treatment, the Department has established an Employee Assistance Program (EAP). The EAP provides counseling and assistance to all employees of the Department.

Employees with alcohol or drug abuse problems may voluntarily request the confidential assistance of the EAP. Employees may seek help without the approval or even the knowledge of their supervisor. The EAP will provide assistance on a strictly confidential basis and will refer the employee to appropriate counseling or treatment services as necessary. Employees who voluntarily request assistance of the EAP in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the department.

Voluntary requests for assistance from the EAP will not necessarily prevent disciplinary action for violation of the Department's drug and alcohol abuse policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the EAP and who continue to work must meet all established standards of conduct and job performance.

Voluntary Self-Referral to Employee Assistance Program (EAP):

Assistance through the EAP program will be available on a self-referral basis, as follows:

- A. Prior to discovery of any violation of this policy, any employee who believes that he or she has a substance abuse problem requiring treatment may voluntarily request assistance through the EAP either directly through the EAP provider or through a supervisor.
- B. Any employee who voluntarily requests assistance in dealing with a substance abuse problem may do so through the EAP in complete confidence and without risk of adverse employment consequences solely as a result of the request for assistance. No reference of the request will be placed in the employee's personnel file.
- C. To correctly and completely identify the nature of a substance abuse problem, an employee may be asked by his/her supervisor or the EAP provider to submit to a drug test prior to beginning counseling or treatment. The results of the test will be reported to the County Health Officer who may communicate to the EAP provider such information as may assist the provider in determining appropriate treatment.
- D. If appropriate, the employee may be referred to a rehabilitation program by the EAP provider. An employee referred to a rehabilitation program will be responsible, in conjunction with any provider of available health and welfare benefits, for the cost of the rehabilitation program.
- E. Employees are encouraged to request to be relieved from duty and be placed on a leave of absence during participation in the EAP or rehabilitation program if the employee will not remain drug free during the program. The employee may

request one leave of thirty (30) days or less which may be charged to accumulated sick leave or other leave while participating in the EAP, rehabilitation or treatment program. If no leave is available, the employee may be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program.

- F. If an employee is experiencing performance problems or disciplinary action is contemplated or pending against the employee at the time a request for assistance is made, the request for assistance will be treated as a separate issue. In no case will a request for assistance provide amnesty to an employee in a contemplated or pending disciplinary action. A request for assistance may, at the discretion of the Department, defer related pending or contemplated disciplinary action until completion of the treatment process.

H: pol_proc/Firedrug

APPENDIX C
KINGS COUNTY FIREFIGHTERS' ASSOCIATION

PROCEDURE FOR ADMINISTRATIVE APPEAL OF DISCIPLINARY ACTION

The following administrative appeal procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act ("FBOR"). In the event that the FBOR is amended to allow an administrative appeal in accordance with the standard procedure of the County's Personnel Appeals Board pursuant to Chapter 1 of the County's Personnel Rules, the parties agree to meet and confer with respect to modifications of this FBOR administrative appeal procedure.

1. DEFINITIONS

- a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. For purposes of this policy, "firefighter" does not include anyone in a volunteer capacity. As referenced in Government Code § 3251(a), any employee who has not successfully completed the probationary period established by the County as a condition of initial employment, is not included in the definition of "firefighter" and is not covered under this procedure. The classifications of employees who are considered a "firefighter" under this policy include: Fire Apparatus Engineer, Fire Captain, Battalion Chief, and Assistant Fire Chief.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. APPEAL OF A PUNITIVE ACTION NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or a suspension. Any such informal appeal shall also be governed by Government Code sections 11425.10 through 11425.60.

- a. Notice of Appeal- Within fifteen (15) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. Presiding Officer- In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the

informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the County Administrative Officer or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the County Administrative Officer or his/her designee shall be final and binding.

- c. Burden of Proof- The employer shall bear the burden of proof at the hearing. The Department shall have the burden of proving by a preponderance of the evidence that the facts which form the basis for the punitive action and that the punitive action was reasonable under the circumstances.
- d. Conduct of Hearing-
 - i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. Hearsay evidence may be admitted if it is the sort of evidence on which reasonable persons would rely in the conduct of serious affairs. An objection as to the hearsay nature of evidence is timely if made before the submission of the case or on reconsideration.
 - ii. The parties may present opening statements.
 - iii. The parties may present evidence through documents and testimony.
 - aa. Witnesses shall testify under oath.
 - bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05-11450.50.
 - cc. The Presiding Officer shall have discretion to allow the parties to confront and cross-examine witnesses.
 - iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.
- e. Recording of the Hearing- The hearing will be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
- f. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

- g. Decision- The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. APPEAL OF A DISCIPLINARY DECISION INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER

In those instances where the administrative appeal of a disciplinary decision involving discharge, demotion, or suspension of a firefighter, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

- a. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq. Pursuant to Government Code § 11506, a firefighter served with an Accusation has 15 days after service of the Accusation to file a Notice of Defense requesting an administrative appeal hearing.
- b. Administrative Law Judge- Pursuant to Government Code § 11512, the County has determined that appeals shall continue to be heard through the procedures of the Personnel Appeals Board in accordance with Chapter 1 of the County's Personnel Rules, with an administrative law judge from the Office of Administrative Hearings presiding at the hearing, pursuant to Government Code § 11512(b) and County Personnel Rule 1022.
- c. Time and Place of Hearing- Pursuant to Government Code § 11508, a hearing shall be conducted at a time and a place to be determined by the administrative law judge, as agreed upon by the parties.
- d. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
- e. Decision - The administrative law judge may recommend to sustain or modify the disciplinary action taken when it appears in the record that there was a substantial violation or omission of procedure or where the specific evidence produced in the hearing warrants such recommendation. In all instances, the administrative law judge shall certify copies of its findings and recommendations

to the County Counsel or his/her designee, and to the appellant employee. Either party may then submit the decision for consideration to the Board of Supervisors pursuant to Personnel Rule 1060. The Board of Supervisors, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation, or modification taken shall be final. Judicial review of the Board of Supervisor's decision may be had pursuant to Government Code section 11523.

APPENDIX D

LETTER OF AGREEMENT BETWEEN COUNTY OF KINGS (COUNTY) AND KINGS COUNTY FIREFIGHTERS ASSOCIATION April 2015

The County and the Firefighters' Association agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore, the County and the Firefighters' Association agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

Chart to convert Minutes to Tenths of an Hour

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Human Services Agency – Sanja Bugay/Wendy Osikafo
Probation Department – Kelly Zuniga/Kimberly Rankin

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE KINGS COUNTY
OFFICE OF EDUCATION FOR DATA SHARING

SUMMARY:

Overview:

The Kings County Human Services Agency and the Probation Department desire to enter into an agreement with the Kings County Office of Education (KCOE) to share foster youth demographic data to ensure the foster youth receive educational, counseling and other services. To enter into the Memorandum of Understanding (MOU) with the Kings County Office of Education, the Human Services Agency Director Sanja K. Bugay's and the Chief Probation Officer Kelly Zuniga's signatures are required.

Recommendation:

Authorize the Human Services Agency Director and the Chief Probation Officer to sign the Memorandum of Understanding with the Kings County Office of Education for foster youth demographic data sharing.

Fiscal Impact:

There is no cost or savings as a result of the data sharing because KCOE and the school districts pay licensing fees for the system used for the data sharing.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING WITH THE KINGS COUNTY OFFICE OF EDUCATION FOR DATA SHARING

January 30, 2018

Page 2 of 2

BACKGROUND:

The KCOE maintains a web-based system (Foster Focus). This system is accessed by the KCOE and the school districts. Sharing the foster youth data from the Child Welfare Services/Case Management System (CWS/CMS) will facilitate an automated process to update the foster youth demographic data in Foster Focus. The goal is to improve the accuracy of the data available to schools to ensure the delivery of educational, counseling and other services for the foster youth.

The data covered by the Memorandum of Understanding includes demographic data such as the foster youths' address, caregiver information and the assigned social service worker. Upon entering the MOU social services will be given access to Foster Focus. This will allow the social service workers to see the foster youth's educational data such as individual education plans and grades. This MOU is beneficial to both parties and the foster youth.

The U.S. Department of Education and the U.S. Department of Health and Human Services issued a Non Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care in June 2016. The document states, "Data sharing between child welfare agencies and educational agencies can play a critical role in improving communication and collaboration between agencies and be a driving force in improving the education outcomes for children in foster care." Additionally the Education Code Section 49085 mandates the State Department of Education and the California Department of Social Services enter into a MOU to share data regarding foster youth.

It is respectfully requested the Board approve and authorize the Human Services Agency Director, Sanja K. Bugay and the Probation Department Director, Kelly Zuniga, to sign the Memorandum of Understanding.

County Counsel has reviewed and approved the Memorandum of Understanding.

The U.S. Department of Education and the U.S. Department of Health and Human Services issued a Non Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care in June 2016. The document states, "Data sharing between child welfare agencies and educational agencies can play a critical role in improving communication and collaboration between agencies and be a driving force in improving the education outcomes for children in foster care." Additionally the Education Code Section 49085 mandates the State Department of Education and the California Department of Social Services enter into a MOU to share data regarding foster youth.

It is respectfully requested the Board approve and authorize the Human Services Agency Director, Sanja K. Bugay and the Probation Department Director, Kelly Zuniga, to sign the Memorandum of Understanding.

County Counsel has reviewed and approved the Memorandum of Understanding.

Memorandum of Understanding
between
The County of Kings
and
Kings County Office of Education

Agreement for Foster Youth Data Sharing
January 2018 through December 2019

THIS AGREEMENT is made and entered into by and between the Kings County Office of Education, hereinafter called "**KCOE**" and the County of Kings, on behalf of the Kings County Human Services Agency and the Kings County Probation Department, hereinafter called "Agency," and amongst each party that executes the signature page, which form is set forth in attachment 1 to this Agreement. A public agency in Kings County may become a party to this agreement by submitting a completed signature page signed by the public agency's authorized representative and approved by the Kings County Office of Education's Foster Youth Services Coordinating Program, hereinafter called "KCOE FYSCP", Contact listed on the signature page. KCOE and all other public agencies that have completed and signed a signature page are also referred to in this agreement collectively as an "Agency" and collectively as "Agencies," and all agencies that are California public school districts are also referred to individually as a "District" or "Districts."

WITNESSETH

WHEREAS the Agency, District, and KCOE are authorized under Education Code Sections 10400 and 10401 to enter into cooperative agreements for the improvement of the local education program; and

WHEREAS, Foster youth often change residences, foster parents, and schools. Thus, schools and other public agencies have difficulties identifying and obtaining information regarding foster youth in order to provide them with educational, counseling, and other services. Foster youth are youth who are placed in foster care and include those youth whom KCOE or an Agency, based on available information, believes are in foster care; and

WHEREAS, KCOE, through the KCOE FYSCP, desires to develop, operate, and maintain a web-based information sharing network (Foster Focus). The Foster Focus program will be used to provide access to certain information and data regarding foster youth in Kings County (Foster Youth Data). KCOE will coordinate and collaborate with Districts and Agencies to assist with the identification, and sharing of information regarding foster youth in Kings County; and

WHEREAS, by this agreement, KCOE, Districts, and Agencies desire to set forth the terms and conditions governing the operation, and maintenance of Foster Focus; the gathering, uploading, and sharing of Foster Youth Data in Foster Focus; and procedures and safeguards required for the Foster Focus and Foster Youth Data; and

WHEREAS the District or Agency and KCOE desire to enter into this agreement for services, hereinafter called the “**Agreement**” upon the terms, covenants, and conditions, and for the consideration as set forth below.

NOW, THEREFORE, the Agency and KCOE agree as follows:

1. **Term of Agreement:** The term of the Agreement shall be from January 2018 through December 2019.

2. **Performance Clause:** If the Agency believes that KCOE is not performing its responsibilities, the Agency shall notify KCOE in writing.

3. KCOE shall:

- A) Upload CalPads information on a weekly basis;
- B) Maintain a contact list of Foster Youth Liaisons;
- C) Coordinate information requests between Districts and Agencies;
- D) Continue to facilitate the KCOE FYSCP Council;
- E) Upload Graduating Class information; and
- F) Update of Foster Youth services provided.

4. The District shall upload information for:

- A) Special Education (if applicable);
- B) 504 (if applicable);
- C) Educational Assessments: CELDT/ELPAC, CAASPP/CAA, Woodcock Johnson;
- D) GPA;
- E) Attendance;
- F) Direct Foster Youth Services;
- G) Health: Alerts and Immunizations; and
- H) Upload JV 535 forms and Educational Rights Holder information.

5. Kings County Human Services Agency agrees to the following CWS/CMS data elements being uploaded by OSI:

Personal Demographics	Placement	Contacts Associated Adults	Student Updates (As Applicable)
1. Case ID Number	12. COHP Start Date	28. Case Current Caseload	40. Termination of Parental Rights (Yes/No)
2. Focus Client Identifier	13. Last Placement Start	29. Primary Staff Phone Number	41. Court Hearing Date

3-5. Focus First, Middle, Last Name	14. Last Placement End	30-31. Case Current Staff First & Last Name	42. Initial Detention Date
6. Focus Birth Date	15. Place Home Facility Name	32. Case Current Staff Email	
7. Focus Gender	16. Place Home Facility Type	33. Responsible Agency	
8. Focus Ethnicity	17-21. Place Home Street Address, City, Zip Code, State, County	34-35. CWS or Probation Supervisor First & Last Name	
9. Focus Primary Language	22. Place Home Primary Phone Number	36. CWS or Probation Supervisor Phone Number	
10. Focus Age	23-24. Place Home Payee First & Last Name	37. Case Active Serv. Comp.	
11. Focus Name Suffix	25. CPE Placement Count	38. CWS or Probation Supervisor Email	
	26. Last Placement Change Reason	39. Child Client Parent Rf Limit Code	
	27. Place Home Last Update TS		

Agreement Documents

- 4.1 Attachment 1– Signature Page
- 4.2 Attachment 2– Foster Focus Access Form
- 4.3 Attachment 3- General Terms and Conditions
- 4.4 Attachment 4- Foster Focus License Agreement (Between Sacramento County Office of Education & KCOE)

Contract Terms and Conditions

This contract is written for the purpose of developing sustainability of effective reform for positive change within Kings County schools, and Agencies.

The term of this Agreement is from May 1, 2017 - June 30, 2018. Any changes must be submitted in writing within 30 days in advance of proposed changes and must be mutually agreed upon by both parties.

Kings County Office of Education

Tim Bowers, Superintendent

Date Signed

Kings County Human Services Agency:

Sanja K. Bugay, Director

Date Signed

Kings County Probation Department:

Kelly Zuniga, Chief Probation Officer

Date Signed

**Attachment 1
Signature Page**

Please copy this form if additional space is needed to list all District or Agency Designees.

Name of District or Agency:

The above listed District or Agency is (mark one) School District Other Agency
 KCOE

District or Agency Designees (list designated personnel)

Name:	Title:
Address	
Phone:	Fax:
Email:	

Name:	Title:
Address	
Phone:	Fax:
Email:	

Name:	Title:
Address	
Phone:	Fax:
Email:	

Name:	Title:
Address	
Phone:	Fax:

Email: _____

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or mutual benefits to be derived from this Agreement, the above District or Agency, intending to be legally bound, agrees as set forth in, and execute, this Agreement. Each person executing this Agreement on behalf of a District or Agency represents that he or she is authorized to execute on behalf of, and commit and bind, the District or Agency to this Agreement.

Authorized District/Agency Representative	Kings County Office of Education Foster Youth Services Coordinating Program
Print Name	Print Name
Signature	Signature
Title	Title
Date	Date

**Attachment 2
Foster Focus Access Form**

If access to Foster Focus is authorized by departments of a District or Agency, this attachment must be completed and signed by the Designee for each department.

Name of District or Agency: _____

Foster Focus Access: The above listed District or Agency may only access Foster Focus in accordance with this completed and signed attachment. Upon the last date on which the attachment is signed by the District or Agency and approved by the KCOE FYSCP contact, this attachment shall become and constitute a part of the Foster Focus Sharing Agreement ("Agreement"). (See Section 1.1-1.3 of Agreement).

A. Complete *if* the District or Agency will authorize access to Foster Focus by departments
Department Name: _____

B. **Check one:** Individual _____ Above listed Department _____

May access Foster Focus concerning only the following records (mark one):

_____ Records of all Kings County Foster Youth _____ Records of District Foster Youth

C. The following Foster Youth Data may be accessed (check all that applies):

_____ 1. Educational Information

_____ 2. Residential History

- ___ 3. Foster Youth Services Provided
- ___ 4. Personal Demographics
- ___ 5. Foster Youth Status
- ___ 6. Contacts (Educational Rights Holder, Attorney, CASA, Associated Adults)
- ___ 7. Health Alerts & Immunizations

District or Agency Contact	
Signature	Printed Name
Title	Date
KCOE FYSCP	
Signature	Printed Name
Title	Date

**Attachment 3
General Terms and Conditions**

Article I Services and Obligations

This contract is written for the purpose of developing sustainability of effective reform for positive change within Kings County schools, and Agencies.

The term of this Agreement is from January 2018 through December 2019. Any changes must be submitted in writing within 30 days in advance of proposed changes and must be mutually agreed upon by both parties.

Section 1.2 District or Agencies' Responsibilities & Obligations are as follows:

1.2.1 Provision and Updating of Foster Focus

1.2.1.1a School Districts: Each school district will, pursuant to procedures and format to be established and agreed upon by KCOE FYSCP and District, provide to KCOE FYSCP an electronic copy of or allow KCOE FYSCP access to the following historical, current, and updated information for that District's students in foster care:

- A) Special Education (if applicable)
- B) 504 (if applicable)
- C) Educational Assessments: CELDT/ELPAC, CAASPP/CAA, Woodcock Johnson
- D) GPA
- E) Attendance
- F) Direct Foster Youth Services

G) Health: Alerts & Immunizations

1.2.1.1b Kings County Human Services Agency and Kings County Probation: Agency will, pursuant to procedures and format to be established and agreed upon by KCOE FYSCP and Agency, provide to KCOE FYSCP an electronic copy of or allow KCOE FYSCP access to the following historical, current, and updated information for that Agencies foster youth.

1.2.2 Confidentiality: All Districts or Agencies shall maintain and safeguard the confidentiality of Foster Focus, and other Confidential Materials in accordance with Section 1.2.3 below and Foster Focus. The Foster Focus Confidentiality Agreement must be completed and signed for each employee of a District or Agency who is deemed to be authorized to have access to the Foster Focus. The originals of all completed and signed Confidentiality Agreements shall be transmitted to KCOE FYSCP to the attention of the KCOE FYSCP contact at the address listed in KCOE FYSCP signature page.

1.2.3 Contact/Designee and Employee Access Authorization: Each District or Agency shall designate at least one contact person on its signature page to serve as the primary designee for the other listed designees. Each District or Agency will complete and sign Attachments 2 and 3 of this Agreement. A District or Agency may change its Designee by providing written notice to KCOE FYSCP.

1.2.4 Implementation and Self Monitoring: Each District or Agency shall develop internal policies and procedures to implement this Agreement, including the District's or Agency's compliance with all applicable laws. Upon KCOE FYSCP request, a District or Agency shall provide KCOE FYSCP with a copy of that District's or Agency's internal policies and procedures, and evidence of actions that the District or Agency has taken to monitor compliance with such policies and procedures.

Section 1.3 KCOE FYSCP Responsibilities: In addition to the obligations in Section 1.2 above, KCOE FYSCP shall have the following obligations and responsibilities:

1.3.1 Operate and maintain the Foster Focus

1.3.2 Allow access to Foster Focus to each District's or Agency's authorized employees.

1.3.3 Provide training to District or Agency Designees regarding access to and use of the Foster Focus

1.3.4 Provide Foster Focus technical support services to District or Agency Designees

1.3.5 Coordinate information requests between Districts and Agencies regarding the provision of services to, and handling of education related matters involving, foster youth in Kings County.

1.3.6 Upload of Foster Youth CalPads reports into Foster Focus

1.3.7 Maintain a contact list of Foster Youth Liaisons

1.3.8 Upload Graduating Class information

1.3.9 Update of provided Foster Youth Services

Section 1.4 District or Agency Access to Foster Focus: Each District or Agency may only access Foster Focus in accordance with the District's or Agency's completed Access Form (Attachments 2 & 3). Upon the last date on which the Foster Focus Access Form is signed by the applicable District or Agency and KCOE FYSCP, it shall become and constitute a part of this agreement.

Article 2 Additional Terms and Conditions: Protection of Private Customer Data
(Attachment 5)

Section 2.1 Use and Handling of Confidential Records and Information

2.1.1 KCOE, Districts, and Agencies recognize that Data which relates to children in foster care is confidential pursuant to relevant federal and state law, including those regarding the privacy and security of student information. KCOE, Districts, and Agencies are required to preserve the confidentiality of any information relating to children's records maintained in Foster Focus.

2.1.2 KCOE, Districts, and Agencies will comply with FERPA and corresponding state law in implementing this agreement and in handling student records. KCOE, Districts, and Agencies will comply with all security measures discussed herein to protect the confidentiality of those records. All requests regarding access to the records will continue to be governed by FERPA and corresponding California Law, and shall be directed to the local educational agency (LEA or District) where the student is enrolled.

2.1.3 KCOE shall inform each Authorized User of the need to protect the Foster Focus data containing private information. KCOE shall not disclose or make available to any third party any private information to which KCOE, District, or Agencies' Authorized users are granted access pursuant to this Agreement.

2.1.4 KCOE shall restrict access to Foster Focus solely to KCOE, District, or Agencies' authorized users. In addition, KCOE shall advise each Authorized User before he or she receives access to Foster Focus, of the obligations of KCOE under this agreement. KCOE shall require each Authorized User to maintain those obligations and agree to a confidentiality agreement, which is completed during user registration.

2.1.5 All inquiries from a parent, legal guardian, or eligible pupil to review information in the pupil's record and correct erroneous information, shall be directed to KCOE. The District or LEA will be notified by KCOE. The District will comply with the procedures it has adopted pursuant to Education Code section 49069 for granting parent requests for student records,

and the provisions of Education Code section 49070 regarding challenging the content of records.

Attachment 4
Foster Focus License Agreement
(Between Sacramento County Office of Education & KCOE)

SACRAMENTO COUNTY OFFICE OF EDUCATION

FOSTER FOCUS SYSTEM

LICENSE AGREEMENT

This License Agreement (or “Agreement”) is entered into this 1st day of July 1, 2017 (“Effective Date”), by and between the Sacramento County Office of Education, a county office of education of the State of California, (hereinafter “Provider”) and Kings County Office of Education, a county office of education of the State of California (hereinafter “Customer”). Provider and Customer shall be identified collectively as the “Parties” or “parties.”

RECITALS

WHEREAS, the Provider is the creator and owner of a web-based system, known as Foster Focus;

WHEREAS, the Customer is interested in contracting with Provider in order to use Foster Focus in Customer’s county;

WHEREAS, the California Legislature has recognized that the mobility of children in foster care disrupts their educational experience and the efficient transfer of student records is a critical factor in the swift placement of foster children in educational settings (Cal. Ed. Code § 49069.5);

WHEREAS, The Foster Focus system, enables Customer to satisfy the legal requirement to compile, and transfer to a new educational placement, the records of foster youth within two business days of receiving a transfer notification;

WHEREAS, the Family Educational Rights and Privacy Act (FERPA) and California Education Code permit local educational agencies (LEAs) to share information with a representative of a state or local child welfare agency that has legal responsibility for the care and protection of a child (20 USC § 1232g(b)(1)(L); Cal. Ed. Code § 49076(a)(1)(N));

WHEREAS, LEAs may develop cooperative agreements with county placing agencies to facilitate confidential access to and exchange of pupil information (Cal. Ed. Code §§ 49076(a)(1)(K), 49076(a)(4));

WHEREAS, Customer has established such a cooperative agreement and will utilize Foster Focus to enable confidential access to and exchange of pupil information;

WHEREAS, Foster Focus helps Customer to identify services provided to foster youth and comply with state reporting requirements;

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 “Administrative Contact” means the individual authorized by the Customer to receive and provide information required to administer this Agreement. The Administrative Contact is the local registration administrator authorized to approve an entity’s Authorized Users of Foster Focus.

1.2 “Agreement” means this License Agreement.

1.3 “Authorized User” means the individual(s) authorized to access Foster Focus on behalf of the Customer according to the terms of this Agreement.

1.4 “Customer Data” means documents, information and data submitted to Provider by Customer for processing through Foster Focus and/or documents, information and data input and maintained in Foster Focus by Customer. Customer Data includes “Pupil Records” as defined herein. Customer Data does not include Pupil-Generated Content.

1.5 “Effective Date” means the date set forth above, provided that this Agreement is fully executed by both the Provider and the Customer.

1.6 “Password” means the license code provided to Customer’s Authorized Users to enable access to Foster Focus.

1.7 “User ID” means the user name given to Customer’s Authorized Users.

1.8 “Local Administrator” means the individual or individuals authorized by the Customer to receive access to the Local Administrator features of Foster Focus

1.9 “Pupil-Generated Content” means materials created by a pupil, including, but not limited to, essays, research, reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. It does not include pupil responses to standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment. (Cal. Ed. Code § 49073.1) The parties understand and agree that Foster Focus does not permit student users and contains no Pupil-Generated Content within the meaning of Education Code section 49073.1.

1.10 “Pupil Records” means any information directly related to a pupil that is maintained by the Customer in the same manner and location that the Customer stores all other pupil records. (Cal. Ed. Code §§ 49061, 49073.1(d)(4); 34 C.F.R. § 99.3 (also called “Education Records”).) It shall not apply to records that are created or maintained by third parties, pertain to students enrolled at another LEA (including former students of Customer that have transferred to a different LEA). In addition, as used herein, “Pupil Records” shall not include Directory Information unless a parent of the pupil has notified Customer that the information should not be released. (Cal. Ed. Code § 49073; 34 C.F.R. §§ 99.31(a)(11), 99.37.)

1.11 “Directory Information” shall have the same definition as found in the California Education Code and FERPA unless otherwise specified by Customer. (Cal. Ed. Code §49061, 34 C.F.R. § 99.3.)

ARTICLE II FOSTER FOCUS SET UP AND SERVICES

2.1 Foster Focus is a secure web-based database system for the use of Foster Youth Services Coordinating Programs, county child welfare, probation, and school district programs in the participating counties and districts (“entity users”) to confirm and maintain information necessary to assist in the timely and appropriate provision of services to foster youth. Provider is responsible for ensuring that all entity users are authorized to access the data and information stored in the Foster Focus system in accordance with Customer’s designations and with the legal requirements applicable to such entities such as, and without limitation, the legal authorities cited elsewhere in this Agreement, as well as California Education Code section 49076(a)(1)(N); California Education Code section 49076(a)(1)(I); 34 CFR section 99.31(a)(2); and 20 USC § 1232g(b)(1)(L). Provider shall restrict an entity user’s access to data and information stored in Foster Focus to that information that is within each entity users’ jurisdiction.

2.2 **Initial Submission and Loading.** Customer must submit to Provider specific Customer Data as start-up information to enable Provider to customize Foster Focus in accordance with Customer’s preferences. Start-up information may include: zip codes with Customer’s school district boundaries; Customer’s school names, addresses, and phone numbers; foster youth liaisons; nonpublic school names associated with Customer; user agency names and access preferences (“Start-up Information”). When the data meets Provider’s specifications, Provider will load the Start-up Information into Foster Focus. After the Start-up Information is successfully loaded, Customer is responsible for ongoing maintenance and control of the Customer Data.

2.3 **Linking of Customer Data.** Customer may submit Customer Data to Provider for existing data fields selected by Customer via an electronic link established between Foster Focus and a district’s student information system. The electronic link enables the automated delivery of Customer Data to Foster Focus at regular intervals. Customer must deliver the Customer Data for each district to the appropriate secure server location in the format established by the Provider. This data is limited to current students. The Customer is responsible for monitoring the progress of each of its district’s delivery of the data, completion of validation testing of the data, and delivery to the Provider of signed validation documents approving installation of district data to Foster Focus.

2.3.1 Customer will pay \$5,000 per school district for the initial cost of linking a district’s data. After the new link is successfully established, Customer will pay a maintenance fee of \$500 per school district, per fiscal year beginning with the fiscal year after the link is successfully established.

The cost of linking is in addition to the Annual License Fee paid by Customer.

In order to exercise this option to link data, Customer and Provider will execute an Addendum to this Agreement (“Linking Addendum”), as provided for in section XVIII (“Modifications”) herein. This section, 2.3.1, applies to all Linking Addendums executed after July 1, 2016.

2.4 Training, Support, and Consultation. Provider will provide a maximum of eight (8) hours of training during the first year Customer implements Foster Focus. The training will encompass topics related to set-up and implementation of Foster Focus, including assigning, monitoring, and safeguarding passwords; adding and editing information; compiling reports and managing data. Local Administrator Training and User Training will be scheduled at a location, date, and time that is mutually acceptable to both the Provider and Customer. The training sessions may be conducted in person or remotely.

In all subsequent years, Provider will provide up to four hours (4) of training, support, and consultation to Customer. Provider will charge Customer a fee of \$150 per hour for training, support, and consultation in excess of four (4) hours, plus any travel costs associated therewith, subject to an addendum to this Agreement as provided for in Article XVIII (“Modifications”) of this Agreement.

2.5 Hosting and Enhancement.

- (a) Foster Focus will be hosted for the Customer for the Term of this Agreement (Article V).
- (b) It is anticipated that enhancements to Foster Focus will be ongoing. Enhancements that become available during the Term of this contract will be made available to the Customer. The Provider will install all available enhancements.

2.6 Maintenance. It is understood and agreed that maintenance to the Foster Focus system may be required from time to time. Provider will endeavor to provide Customer with reasonable notice of such maintenance by posting such notice on the home page of Foster Focus. It is also understood that emergency maintenance also may be required and, in such cases, prior notice of such maintenance may not be provided to Customers.

2.7 Customized reports. Any changes to existing reports or views and/or request for additional reports or views in the Foster Focus system may be modified or created for an additional fee to the Customer, subject to a modification of this Agreement as provided for in Article XVIII (“Modifications”) herein. Use of custom reports or functions may result in an increase of the annual license fee, subject to a modification of this Agreement as provided for in Article XVIII (“Modifications”) herein.

ARTICLE III LICENSE

3.1 Grant of License by Customer to Provider. Customer hereby grants to Provider for the Term of this Agreement a revocable, nonexclusive, royalty-free license to include the Customer Data in Provider’s Foster Focus system for use by Customer’s Authorized Users and other Authorized Users from other counties to the extent authorized by Customer. The license includes, but is not limited to copying, displaying, and modifying Customer Data in accordance with the provisions of this Agreement.

3.2 **Grant of License by Provider to Customer.** Provider hereby grants to Customer for the Term of this Agreement a revocable, nonexclusive term license, for the purposes and subject to the terms and conditions stated in this Agreement, for Customer's Authorized Users to obtain access to and use Foster Focus (as defined in this Agreement including without limitation Article II herein), located on the Internet at www.sacfys.org/index.cfm, as detailed in this Agreement.

3.3 **Grant of License to Use the Results.** Provider hereby grants to Customer a perpetual right to retain and use any records, results, reports, data tables, charts, studies, memoranda, computer data files and media, or other documents in electronic or paper format, or in any format or media that may come into existence, which are produced by Customer's Authorized Users using the Foster Focus system during the Term and which contain Customer student information, solely for the purpose of fulfilling the Customer's public education mission and in accordance with applicable laws.

ARTICLE IV FEES AND PAYMENT TERMS

4.1 **License and Maintenance Fees:** In consideration for the License to use Foster Focus as provided herein, Customer agrees to pay Provider an annual license fee based on the number of court supervised child welfare cases plus the number of out-of-home probation cases supervised by the Customer's county. Customer also agrees to pay an annual maintenance fee of \$500 for each school district which completed an electronic data link where the Linking Addendum was executed after July 1, 2016 (as provided in section 2.3.1).

- (a) The Annual License Fee for the Agreement's Term is Two Thousand Six Hundred Dollars (\$2,600).
- (b) The Annual Maintenance Fee for the Agreement's Term is Five Hundred Dollars (\$500) for the zero (0) school district(s) with an electronic link.
- (c) The Total Fee for the Agreement's Term is Two Thousand Six Hundred Dollars (\$2,600).

4.2 Payment Terms:

- (d) **License and Maintenance Fee:** Customer shall be invoiced after receipt of the signed license agreement by Provider for all fees due for the Agreement's Term.
- (e) **Fee Schedule:** Customer shall remit payment to provider within thirty (30) calendar days of Customer's receipt of invoice.

ARTICLE V TERM; POST-TERM OBLIGATIONS

5.1. **Term.** This Agreement shall be in effect between the Provider and the Customer for one year beginning with the Effective Date and expiring at 11:59 p.m. Pacific Standard Time on June 30, 2018 (the "Term").

5.2. Post-Term Obligations.

5.2.1 Upon termination or expiration of this Agreement, Customer shall cease usage of the Foster Focus system unless the Customer and Provider enter into a new License Agreement. Absent a new agreement, any subsequent use, storage and access to information received pursuant to this Agreement will continue to be subject to the surviving terms and conditions of this Agreement (See Paragraph 12.5).

5.2.2 Within thirty (30) days of the effective date of termination or expiration of this Agreement, and upon Customer's written request, Provider shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format. The Provider shall charge the Customer for the service of returning the Customer Data an hourly rate of \$150 for each hour that it takes to produce the requested file.

5.2.3 Provider will not retain or have access to Pupil Records upon termination or expiration of this Agreement unless Customer and Provider enter into a new License Agreement, except as expressly provided for in this Article.

5.2.4 Upon termination or expiration of this Agreement, Customer shall provide to Provider a list of Pupil Records in Foster Focus that are maintained by Customer that Customer desires to delete. Customer shall also notify Provider if it has not included all categories of information found in Education Code section 49061 in its definition of Directory Information.

5.2.5 Upon receipt of Customer's list of Pupil Records, Provider shall provide certification of the secure deletion of those records from the active database within 90 days.

ARTICLE VI PROVIDER'S PROPRIETARY RIGHTS IN FOSTER FOCUS/NONDISCLOSURE

6.1 Customer acknowledges that Foster Focus is the property of the Provider and that the value of Foster Focus is, in part, determined by the Provider's ability to limit access to and use of Foster Focus.

6.2 The Customer shall not disclose or make available to any third party any of Provider's proprietary information, trade secrets, and intellectual property to which Customer is granted access pursuant to this Agreement, including, without limitation, manuals and instructions for operation of Foster Focus, knowledge of operating methods, Passwords, User ID, and the names and designations of any equipment comprising the system, except as may be required by law or court order. Customer agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority, except as may be required by law or court order.

6.3 To further protect the Provider's Proprietary Rights in Foster Focus, Customer agrees to restrict access to Foster Focus to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to Foster Focus, of Customer's obligations under this Agreement and require each Authorized User to maintain those obligations.

6.4 Foster Focus and all supporting documentation shall remain the property of the Provider.

ARTICLE VII PROTECTION OF PRIVATE CUSTOMER DATA

7.1 Customer and Provider recognize that Customer Data which relates to children in foster care are confidential pursuant to relevant federal and state law, including those regarding the privacy and security of student information. Customer and Provider are required to preserve the confidentiality of any information relating to children's records maintained in Foster Focus.

7.2 Both parties will comply with FERPA and corresponding state law in implementing this Agreement and in handling student records. The parties will comply with all security measures discussed herein to protect the confidentiality of those records. All requests regarding access to the records will continue to be governed by FERPA and corresponding California law, and shall be directed to the local educational agency where the student is enrolled.

7.3 Customer is responsible for ensuring that Customer Data does not violate any privacy rights of third parties and assumes responsibility for its Authorized User's compliance with privacy laws regarding Customer Data. Customer shall inform each Authorized User of the need to protect Customer Data containing private information. Customer shall not disclose or make available to any third party any private information to which Customer's Authorized Users are granted access pursuant to this Agreement, unless otherwise permitted by law.

7.4 Customer shall restrict access to Foster Focus solely to Customer's Authorized Users. In addition, Customer shall advise each Authorized User before he or she receives access to Foster Focus of the obligations of Customer under this Agreement. Customer shall require each Authorized User to maintain those obligations and electronically agree to an online confidentiality agreement, which is attached hereto as Exhibit A and incorporated herein. Customer's Administrative Contact will review the registration information and complete the approval form for each Authorized User prior to registration. (See the sample provided in Exhibit B of this Agreement.)

7.5 Customer Data shall remain the property of Customer and under the control of Customer.

7.6 All requests from a parent, legal guardian, or eligible pupil to review information in the pupil's record and correct erroneous information, shall be directed to Customer. Customer shall notify the pupil's LEA, who will comply with the procedures it has adopted pursuant to Education Code section 49069 for granting parent requests for student records, and the provisions of Education Code section 49070 regarding challenging the content of records. Provider shall assist Customer in modifying information in the Foster Focus system to effectuate any changes to a pupil's records agreed to by Customer pursuant to this section when Customer is unable to do so.

7.7 Provider will use its best effort to protect Customer Data from changes, physical loss, or destruction through the operation of its computer system or by its personnel. "Best efforts" shall include nightly backup of all input provided by Customer and offsite storage of backup material for a 30-day period.

7.8 In the event of unauthorized disclosure of a pupil record caused by Provider, Provider will send notice to the last known address of the parent, legal guardian, or eligible pupil.

If the breach is caused by Customer, Customer's agent, or Customer's entity users, Customer shall be responsible for notifying the parent, legal guardian, or eligible pupil.

7.9 Provider may use de-identified Customer Data for the purpose of research and evaluation with prior written authorization from Customer. "De-identified Customer Data" means Customer Data that has had all personally identifiable information removed. "Personally identifiable information" is defined as follows: "The term includes, but is not limited to (a) The student's name; (b) The name of the student's parent or other family members; (c) The address of the student or student's family; (d) A personal identifier, such as the student's social security number, student number, or biometric record; (e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates." 34 CFR § 99.3. Any third party who receives de-identified information will be notified of their obligation to comply with FERPA and corresponding state law, including their obligation to destroy the information when it is no longer needed for the purpose for which it was obtained. (Cal. Ed. Code § 49076(a)(2)(E).)

7.10 Provider shall not use information in a record for any purpose other than those specifically required or permitted in this Agreement. Provider will not use any personally identifiable information in the records to engage in targeted advertising.

7.11 Provider will apply physical, network, and application security measures to safeguard the confidentiality of the records. All Provider employees with access to Foster Focus will sign a Confidentiality Agreement indicating that they understand the confidentiality of Customer Data and measures to be taken to maintain that confidentiality. In addition, Provider will designate Foster Focus administrators who will regularly consider, among other things, the system's confidentiality measures and data sharing best practices. All Provider employees will receive training on password protections and other confidentiality measures used to safeguard Customer Data.

ARTICLE VIII PERSONAL USER NAME AND PASSWORD PROVIDED

8.1 Customer's Authorized Users shall gain access to Foster Focus via the Internet through the Authorized User's User ID and Password.

8.2 Immediately following the initial data loading of Authorized Users, Customer shall assume sole responsibility for the management of User ID and Passwords for all of Customer's Authorized Users. The Customer's Administrative Contact or designee at the County Office of Education or Child Welfare Services shall be responsible for ensuring that User ID and Passwords are provided only to Authorized Users and for managing, disabling or authorizing all Authorized Users User ID and Passwords.

**ARTICLE IX
PERSONAL USER NAME SECURITY**

9.1 Customer shall be solely responsible for the security of the Passwords and User ID issued to it. Customer is solely responsible for disabling lost, stolen, or inactive Passwords OR User ID.

**ARTICLE X
DELAYS; FORCE MAJEURE**

10.1 **Delays.** Except as otherwise required in this Agreement, Customer agrees that Provider shall not be liable to Customer or any entity user associated with Customer for any delays due to any interruption of Provider's service.

10.2 **Force Majeure.** Neither Party shall be liable to the other for delays or failures in performance under this Agreement from events beyond their reasonable control, including acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the Party's control, making it impossible, illegal, or commercially impracticable for one or both Parties to perform its obligations under this Agreement, in whole or in part. Either Party may terminate this Agreement without liability for any one or more of such reasons upon written notice to the other party within ten (10) days of such occurrence or receipt of notice of any of the above occurrences.

**ARTICLE XI
NO WARRANTIES, DATA ACCURACY,
INTELLECTUAL PROPERTY**

11.1 **No Warranties.** Except as otherwise specifically provided for in this Agreement, Provider makes no representations or warranties of any kind with respect to services or data made available by Foster Focus, including but not limited to the warranties of fitness for a particular purpose or merchantability.

11.2 **Data Accuracy.** Provider will make a reasonable effort to verify the validity of data. However, Provider assumes no responsibility for the accuracy or completeness of Customer Data made available through Foster Focus or for Customer's use of such data or use of the tools made available to manipulate such data in the Foster Focus system.

11.3 **Intellectual Property.** Customer is responsible for ensuring that Customer Data does not violate any intellectual property rights of third parties. Customer further assumes sole responsibility for compliance with all intellectual property laws regarding Customer Data by any Authorized Users of the Customer.

**ARTICLE XII
DEFAULT; TERMINATION; REMEDIES; SURVIVAL**

12.1 **Events of Default.** Each of the following constitutes an Event of Default under this Agreement: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (3) if a petition under any foreign, state or United States Bankruptcy Act, receivership statute, or the like, as they now exist,

or as they may be amended, is filed by a party; or (4) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

12.2 Termination. In an Event of Default, the non-defaulting party may terminate this Agreement for an Event of Default after first giving written notice of default and an opportunity to cure within 15 days (the “Cure Period”). If the failure is not cured within the Cure Period, the non-defaulting party may terminate the Agreement effective upon receipt of the written notice of termination for default and failure to cure.

12.3 Provider Rights Upon Termination Due to Customer Default. Notwithstanding any other provisions of this Agreement, Provider reserves the right to disable any and all Passwords issued to Customer upon the occurrence of an uncured Customer Event of Default as provided for herein.

12.4 Remedies. The provisions under which this Agreement may be terminated for an Event of Default shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

12.5 Survival. The following provisions of this Agreement shall survive the termination or expiration of this Agreement:

Section 3.3	Grant of License to Use the Results	Section 12.5	Survival
Section 5.2	Post-Term Obligations	Article XIV	Governing Law; Jurisdiction & Venue
Article VI	Provider’s Proprietary Rights in Foster Focus/Nondisclosure	Article XVII	Entire Agreement
Article VII	Protection of Private Customer Data	Section 19.1	Nonwaiver of Rights
Article XI	No Warranties, Data Accuracy, Intellectual Property	Section 20.3	Indemnification; Limitation of Damages
Section 12.3	Provider’s Rights Upon Termination Due to Customer Default	Section 20.4	Section Headings
Section 12.4	Remedies	(This box is intentionally left blank.)	

ARTICLE XIII NOTICES

13.1 All invoices, authorizations, and requests in connection with this Agreement shall be deemed given five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or one (1) day after being sent by overnight courier, charges prepaid, with confirming fax; and addressed as first set forth below or to such other addresses as the Party to receive the notice so designates by written notice to the other Party.

Provider	Customer
Name: Sacramento County Office of Education	Name: Kings County Office of Education
Attn: Trish Kennedy, Director Foster Youth Services Coordinating Program	Attn: Donna Rix , Education/Learning Coordinator <i>Andrea Perez</i>
Address: PO Box 269003 Sacramento, CA 95826-9003	Address: 1144 W. Lacey Blvd. Hanford, CA 93230
Phone: (916) 228-2730	Phone: (559) 589- 7068 <i>7078</i>

**ARTICLE XIV
GOVERNING LAW, JURISDICTION AND VENUE**

14.1 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions.

14.2 Any legal proceeding arising out of or relating to this Agreement shall be brought in Sacramento County, California. Customer hereby consents to the jurisdiction of such courts.

**ARTICLE XV
SEVERABILITY**

15.1 If any provisions of this Agreement shall be held to be invalid, the legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

**ARTICLE XVI
NONASSIGNABILITY**

16.1 This Agreement and the rights and benefits conferred upon Customer hereunder may not be assigned or otherwise transferred by Customer without prior written consent of the Provider.

**ARTICLE XVII
ENTIRE AGREEMENT**

17.1 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein. This Agreement supersedes any click-through, click-on and/or "screen wrap" terms and conditions or other user agreement that may appear on the web-based Foster Focus system.

**ARTICLE XVIII
MODIFICATIONS**

18.1 This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representatives and approved in the same manner as this Agreement.

**ARTICLE XIX
NONWAIVER OF RIGHTS; EXECUTION IN COUNTERPARTS**

19.1 **Nonwaiver of Rights.** Customer and Provider agree that no failure to exercise and no delay in exercising any right, power, or privilege on the part of either Party shall operate as a waiver of any right, power or privilege under this Agreement. Customer and Provider further agree that no single or partial exercise of any right, power, or privilege under this Agreement shall preclude further exercise thereof.

19.2 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same document. Photographic copies of such signed counterparts may be used in lieu of the originals.

**ARTICLE XX
MISCELLANEOUS**

20.1 **Conflict of Interest.** Provider understands and certifies that it does not know of any facts which would make entering into this Agreement a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use his or her official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (California Government Code Section 87100 et seq.)

20.2 **Insurance.** Without in any way limiting the Customer's or Provider's liability pursuant to Section 20.3 ("Indemnification; Limitation of Damages") herein, each party hereto shall keep in full force and effect during the Term of this Agreement, at each party's respective expense, comprehensive general liability insurance (including coverage under a Joint Powers Agreement or self-insurance) with coverages not less than \$1,000,000 per occurrence, and workers compensation as required by law. Either party may request proof of insurance from the other party, who will provide a Certificate of Insurance to the requesting party within 30-days of receiving the request.

20.3 **Indemnification; Limitation of Damages.**

20.3.1 Each party hereto shall indemnify, defend and hold harmless the other party, and its respective Board, employees and agents, from and against any and all third-party claims, liability, loss, expense, including reasonable attorneys' fees, or claims for injury or other damages (collectively "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent acts or omissions or intentional misconduct of the indemnifying party and/or its Board, employees and/or agents.

20.3.2 In the event of concurrent negligence of the parties, the parties' respective Board, employees and/or agents, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the indemnifying party may have against third-parties.

20.3.3 The parties intend and agree to cooperate with each other in the investigation and disposition of third-party Claims arising out of the performance of this Agreement. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. The parties agree to promptly inform one another whenever any incident report, claim or complaint is filed or when an investigation is initiated concerning the performance of this Agreement. In the event of a conflict in interest, each party may obtain its own counsel at its own expense.

20.3.4 Limitation of damages. Neither party hereto shall be liable to the other for any special, consequential, indirect or incidental damages or lost profits in connection with this agreement.

20.4 **Section Headings.** The section headings contained in this Agreement are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

20.5 **Non-Discrimination.** Each party hereto represents and affirms that it will not discriminate in employment or in services provided pursuant to this Agreement based on the actual

or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

20.6 Independent Contractors. Provider and Customer shall at all times be deemed to be independent contractors in each party's performance of this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship, or a joint venture relationship, between the Customer, or its agents and employees, and Provider, or its agents and employees. Each party shall be responsible for the manner in which it performs the services under this Agreement.

20.7 Incorporation of Recitals. The Parties understand and agree that the recitals set forth above in this Agreement are terms of this Agreement and are fully incorporated herein by this reference.

(Continued on the next page.)

Party Signatures to the Agreement

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

PROVIDER

CUSTOMER

**SACRAMENTO COUNTY OFFICE OF
EDUCATION**

**KINGS COUNTY OFFICE OF
EDUCATION**

APPROVED:

APPROVED:

By: Al Rogers, Ed.D.

By: *Carmen Barnhart*

Title: Deputy Superintendent

Title: *Assistant Superintendent*

Signed: *Al Rogers*

Signed: *[Signature]*

Date: *4/13/17*

Date: *7/18/17*

Exhibit A



**Foster Youth Services Coordinating Program of Sacramento
Sample Foster Focus Confidentiality Agreement**

The confidentiality agreement is completed online at the time of registration. The registrant must provide the following information and agree to the statement below.

First Name		Middle Name		Last Name	
Work Phone				Email	
Agency Name				Job Title	
Supervisor Name		Supervisor Phone		Supervisor Email	
User ID					

**Foster Youth Services Coordinating Program of Sacramento
Foster Focus Confidentiality Agreement**

As an **employee** of _____, the undersigned may have access to confidential communications and foster youth information currently or previously in, or to be entered into, the *Foster Focus* system, maintained by the Sacramento County Office of Education's (SCOE's) Foster Youth Services Coordinating Program (FYSCP). In consideration of said relationship and in consideration of the granting of access to *Foster Focus*, the undersigned agrees as follows:

1. For the purposes of this agreement, "confidential communications and foster youth information" shall be considered to include any and all information defined as such under federal and state law contained in *Foster Focus* at any time, or information accessible to the undersigned for the purpose of entering all or any part of the information into *Foster Focus*.
2. Confidential information shall be accessed only as necessary to perform legitimate FYSCP related job duties.
3. Confidential information shall be handled carefully and with due diligence to protect against such information inadvertently being disclosed.
4. Confidential information shall not be divulged, copied, released, sold, loaned, reviewed, transmitted, altered or destroyed except as authorized by FYSCP.
5. The undersigned's login identity, password or other access codes shall be safeguarded to avoid their unauthorized use by others. The undersigned agrees to be responsible for all activities undertaken using his or her login, password or other access codes.
6. The undersigned agrees not to divulge his or her password to others.
7. The undersigned agrees to immediately request a new login identity and password if there is reason to suspect that another person may have access to his or her login or password.
8. The undersigned understands and agrees that the obligations under this agreement will continue after termination of employment with the agency identified above and/or after access to *Foster Focus* has terminated.

I understand revealing confidential information is a violation of FYSCP policy and law, and could result in civil, criminal, or adverse employment action and/or termination of my relationship with SCOE.

Exhibit B



**Foster Youth Services Coordinating Program of Sacramento
Sample Foster Focus Electronic Approval Form**

The following user is requesting permission to access Foster Focus. Please review this request and approve or deny it.

Name:	
Agency:	
Title:	
Email:	
Phone:	
Registered on:	

Supervisor Information: The local administrator is responsible for notifying the registrant's supervisor regarding specific access parameters before approving the account.

Supervisor Name:	
Supervisor Phone:	
Supervisor Email:	

To Approve this User:

1. Select User Type [View List]	No Access								
2. Day/Time Access	<input type="radio"/> 24/7 OR <input type="radio"/> Custom Custom Access Options Access Time: <input type="text"/> Please Choose a Time Span <input type="text"/> <table border="1"><tr><td><input type="checkbox"/> Monday</td><td><input type="checkbox"/> Friday</td></tr><tr><td><input type="checkbox"/> Tuesday</td><td><input type="checkbox"/> Saturday</td></tr><tr><td><input type="checkbox"/> Wednesday</td><td><input type="checkbox"/> Sunday</td></tr><tr><td><input type="checkbox"/> Thursday</td><td></td></tr></table>	<input type="checkbox"/> Monday	<input type="checkbox"/> Friday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Saturday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Sunday	<input type="checkbox"/> Thursday	
<input type="checkbox"/> Monday	<input type="checkbox"/> Friday								
<input type="checkbox"/> Tuesday	<input type="checkbox"/> Saturday								
<input type="checkbox"/> Wednesday	<input type="checkbox"/> Sunday								
<input type="checkbox"/> Thursday									
3. Allow Use From	<input type="text"/>								
4. Set to expire in	<input type="radio"/> 6 months <input type="radio"/> 1 year <input type="radio"/> None, until further notice								

I agree to notify SCOE when this employee's employment terminates or his/her work assignment changes to non-FYSCP activities.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Tim Breshears
SUBJECT: SPECIAL EVENT REQUEST BY HEIGHTS CATERING FOR EXCLUSIVE ACCESS AND USE OF HICKEY PARK
SUMMARY:

Overview:

Tony Lemus with Heights Catering is requesting to host a special event at Hickey Park, and has requested the park be closed to the general public on April 20 and 21, 2018, for this purpose.

Recommendation:

- 1) Approve Tony Lemus’ request for complete closure of Hickey Park; and
- 2) Authorize the Public Works Director to sign the special use agreement with Tony Lemus; and
- 3) Authorize the Public Works Director to approve non-substantive changes, including date changes, to the special use agreement with the concurrence of County Counsel.

Fiscal Impact:

There will be no impact to the General Fund. Use fees captured by the County will offset historical revenues for this weekend.

BACKGROUND:

Tony Lemus is a professional chef who operates Heights Catering. He is requesting to host The Hickey Hill Food, Music, and Arts Festival on April 20-21, 2018, in Hickey Park to showcase local food, arts, and music talent. The event will consist of two days of live music, food, and local vendors.

Mr. Lemus has signed the County’s special use agreement and will be responsible for complying with the requirements of County departments, including Public Works, Sheriff, Fire, Health, Community Development and County Counsel. Attached is a layout of Hickey Park showing the approximate locations for each of the service areas for the event. County Counsel has reviewed and approved the signed special use agreement.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Memorandum of Understanding
between
The County of Kings
and
Kings County Office of Education

Agreement for Foster Youth Data Sharing
January 2018 through December 2019

THIS AGREEMENT is made and entered into by and between the Kings County Office of Education, hereinafter called "**KCOE**" and the County of Kings, on behalf of the Kings County Human Services Agency and the Kings County Probation Department, hereinafter called "Agency," and amongst each party that executes the signature page, which form is set forth in attachment 1 to this Agreement. A public agency in Kings County may become a party to this agreement by submitting a completed signature page signed by the public agency's authorized representative and approved by the Kings County Office of Education's Foster Youth Services Coordinating Program, hereinafter called "KCOE FYSCP", Contact listed on the signature page. KCOE and all other public agencies that have completed and signed a signature page are also referred to in this agreement collectively as an "Agency" and collectively as "Agencies," and all agencies that are California public school districts are also referred to individually as a "District" or "Districts."

WITNESSETH

WHEREAS the Agency, District, and KCOE are authorized under Education Code Sections 10400 and 10401 to enter into cooperative agreements for the improvement of the local education program; and

WHEREAS, Foster youth often change residences, foster parents, and schools. Thus, schools and other public agencies have difficulties identifying and obtaining information regarding foster youth in order to provide them with educational, counseling, and other services. Foster youth are youth who are placed in foster care and include those youth whom KCOE or an Agency, based on available information, believes are in foster care; and

WHEREAS, KCOE, through the KCOE FYSCP, desires to develop, operate, and maintain a web-based information sharing network (Foster Focus). The Foster Focus program will be used to provide access to certain information and data regarding foster youth in Kings County (Foster Youth Data). KCOE will coordinate and collaborate with Districts and Agencies to assist with the identification, and sharing of information regarding foster youth in Kings County; and

WHEREAS, by this agreement, KCOE, Districts, and Agencies desire to set forth the terms and conditions governing the operation, and maintenance of Foster Focus; the gathering, uploading, and sharing of Foster Youth Data in Foster Focus; and procedures and safeguards required for the Foster Focus and Foster Youth Data; and

WHEREAS the District or Agency and KCOE desire to enter into this agreement for services, hereinafter called the “**Agreement**” upon the terms, covenants, and conditions, and for the consideration as set forth below.

NOW, THEREFORE, the Agency and KCOE agree as follows:

1. **Term of Agreement:** The term of the Agreement shall be from January 2018 through December 2019.

2. **Performance Clause:** If the Agency believes that KCOE is not performing its responsibilities, the Agency shall notify KCOE in writing.

3. KCOE shall:

- A) Upload CalPads information on a weekly basis;
- B) Maintain a contact list of Foster Youth Liaisons;
- C) Coordinate information requests between Districts and Agencies;
- D) Continue to facilitate the KCOE FYSCP Council;
- E) Upload Graduating Class information; and
- F) Update of Foster Youth services provided.

4. The District shall upload information for:

- A) Special Education (if applicable);
- B) 504 (if applicable);
- C) Educational Assessments: CELDT/ELPAC, CAASPP/CAA, Woodcock Johnson;
- D) GPA;
- E) Attendance;
- F) Direct Foster Youth Services;
- G) Health: Alerts and Immunizations; and
- H) Upload JV 535 forms and Educational Rights Holder information.

5. Kings County Human Services Agency agrees to the following CWS/CMS data elements being uploaded by OSI:

Personal Demographics	Placement	Contacts Associated Adults	Student Updates (As Applicable)
1. Case ID Number	12. COHP Start Date	28. Case Current Caseload	40. Termination of Parental Rights (Yes/No)
2. Focus Client Identifier	13. Last Placement Start	29. Primary Staff Phone Number	41. Court Hearing Date

3-5. Focus First, Middle, Last Name	14. Last Placement End	30-31. Case Current Staff First & Last Name	42. Initial Detention Date
6. Focus Birth Date	15. Place Home Facility Name	32. Case Current Staff Email	
7. Focus Gender	16. Place Home Facility Type	33. Responsible Agency	
8. Focus Ethnicity	17-21. Place Home Street Address, City, Zip Code, State, County	34-35. CWS or Probation Supervisor First & Last Name	
9. Focus Primary Language	22. Place Home Primary Phone Number	36. CWS or Probation Supervisor Phone Number	
10. Focus Age	23-24. Place Home Payee First & Last Name	37. Case Active Serv. Comp.	
11. Focus Name Suffix	25. CPE Placement Count	38. CWS or Probation Supervisor Email	
	26. Last Placement Change Reason	39. Child Client Parent Rf Limit Code	
	27. Place Home Last Update TS		

Agreement Documents

- 4.1 Attachment 1– Signature Page
- 4.2 Attachment 2– Foster Focus Access Form
- 4.3 Attachment 3- General Terms and Conditions
- 4.4 Attachment 4- Foster Focus License Agreement (Between Sacramento County Office of Education & KCOE)

Contract Terms and Conditions

This contract is written for the purpose of developing sustainability of effective reform for positive change within Kings County schools, and Agencies.

The term of this Agreement is from May 1, 2017 - June 30, 2018. Any changes must be submitted in writing within 30 days in advance of proposed changes and must be mutually agreed upon by both parties.

Kings County Office of Education

Tim Bowers, Superintendent

Date Signed

Kings County Human Services Agency:

Sanja K. Bugay, Director

Date Signed

Kings County Probation Department:

Kelly Zuniga, Chief Probation Officer

Date Signed

**Attachment 1
Signature Page**

Please copy this form if additional space is needed to list all District or Agency Designees.

Name of District or Agency:

The above listed District or Agency is (mark one) School District Other Agency
 KCOE

District or Agency Designees (list designated personnel)

Name:	Title:
Address	
Phone:	Fax:
Email:	

Name:	Title:
Address	
Phone:	Fax:
Email:	

Name:	Title:
Address	
Phone:	Fax:
Email:	

Name:	Title:
Address	
Phone:	Fax:

Email: _____

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or mutual benefits to be derived from this Agreement, the above District or Agency, intending to be legally bound, agrees as set forth in, and execute, this Agreement. Each person executing this Agreement on behalf of a District or Agency represents that he or she is authorized to execute on behalf of, and commit and bind, the District or Agency to this Agreement.

Authorized District/Agency Representative	Kings County Office of Education Foster Youth Services Coordinating Program
Print Name	Print Name
Signature	Signature
Title	Title
Date	Date

**Attachment 2
Foster Focus Access Form**

If access to Foster Focus is authorized by departments of a District or Agency, this attachment must be completed and signed by the Designee for each department.

Name of District or Agency: _____

Foster Focus Access: The above listed District or Agency may only access Foster Focus in accordance with this completed and signed attachment. Upon the last date on which the attachment is signed by the District or Agency and approved by the KCOE FYSCP contact, this attachment shall become and constitute a part of the Foster Focus Sharing Agreement ("Agreement"). (See Section 1.1-1.3 of Agreement).

A. Complete *if* the District or Agency will authorize access to Foster Focus by departments
Department Name: _____

B. **Check one:** Individual _____ Above listed Department _____

May access Foster Focus concerning only the following records (mark one):

_____ Records of all Kings County Foster Youth _____ Records of District Foster Youth

C. The following Foster Youth Data may be accessed (check all that applies):

_____ 1. Educational Information

_____ 2. Residential History

- ___ 3. Foster Youth Services Provided
- ___ 4. Personal Demographics
- ___ 5. Foster Youth Status
- ___ 6. Contacts (Educational Rights Holder, Attorney, CASA, Associated Adults)
- ___ 7. Health Alerts & Immunizations

District or Agency Contact	
Signature	Printed Name
Title	Date
KCOE FYSCP	
Signature	Printed Name
Title	Date

**Attachment 3
General Terms and Conditions**

Article I Services and Obligations

This contract is written for the purpose of developing sustainability of effective reform for positive change within Kings County schools, and Agencies.

The term of this Agreement is from January 2018 through December 2019. Any changes must be submitted in writing within 30 days in advance of proposed changes and must be mutually agreed upon by both parties.

Section 1.2 District or Agencies' Responsibilities & Obligations are as follows:

1.2.1 Provision and Updating of Foster Focus

1.2.1.1a School Districts: Each school district will, pursuant to procedures and format to be established and agreed upon by KCOE FYSCP and District, provide to KCOE FYSCP an electronic copy of or allow KCOE FYSCP access to the following historical, current, and updated information for that District's students in foster care:

- A) Special Education (if applicable)
- B) 504 (if applicable)
- C) Educational Assessments: CELDT/ELPAC, CAASPP/CAA, Woodcock Johnson
- D) GPA
- E) Attendance
- F) Direct Foster Youth Services

G) Health: Alerts & Immunizations

1.2.1.1b Kings County Human Services Agency and Kings County Probation: Agency will, pursuant to procedures and format to be established and agreed upon by KCOE FYSCP and Agency, provide to KCOE FYSCP an electronic copy of or allow KCOE FYSCP access to the following historical, current, and updated information for that Agencies foster youth.

1.2.2 Confidentiality: All Districts or Agencies shall maintain and safeguard the confidentiality of Foster Focus, and other Confidential Materials in accordance with Section 1.2.3 below and Foster Focus. The Foster Focus Confidentiality Agreement must be completed and signed for each employee of a District or Agency who is deemed to be authorized to have access to the Foster Focus. The originals of all completed and signed Confidentiality Agreements shall be transmitted to KCOE FYSCP to the attention of the KCOE FYSCP contact at the address listed in KCOE FYSCP signature page.

1.2.3 Contact/Designee and Employee Access Authorization: Each District or Agency shall designate at least one contact person on its signature page to serve as the primary designee for the other listed designees. Each District or Agency will complete and sign Attachments 2 and 3 of this Agreement. A District or Agency may change its Designee by providing written notice to KCOE FYSCP.

1.2.4 Implementation and Self Monitoring: Each District or Agency shall develop internal policies and procedures to implement this Agreement, including the District's or Agency's compliance with all applicable laws. Upon KCOE FYSCP request, a District or Agency shall provide KCOE FYSCP with a copy of that District's or Agency's internal policies and procedures, and evidence of actions that the District or Agency has taken to monitor compliance with such policies and procedures.

Section 1.3 KCOE FYSCP Responsibilities: In addition to the obligations in Section 1.2 above, KCOE FYSCP shall have the following obligations and responsibilities:

1.3.1 Operate and maintain the Foster Focus

1.3.2 Allow access to Foster Focus to each District's or Agency's authorized employees.

1.3.3 Provide training to District or Agency Designees regarding access to and use of the Foster Focus

1.3.4 Provide Foster Focus technical support services to District or Agency Designees

1.3.5 Coordinate information requests between Districts and Agencies regarding the provision of services to, and handling of education related matters involving, foster youth in Kings County.

1.3.6 Upload of Foster Youth CalPads reports into Foster Focus

1.3.7 Maintain a contact list of Foster Youth Liaisons

1.3.8 Upload Graduating Class information

1.3.9 Update of provided Foster Youth Services

Section 1.4 District or Agency Access to Foster Focus: Each District or Agency may only access Foster Focus in accordance with the District's or Agency's completed Access Form (Attachments 2 & 3). Upon the last date on which the Foster Focus Access Form is signed by the applicable District or Agency and KCOE FYSCP, it shall become and constitute a part of this agreement.

Article 2 Additional Terms and Conditions: Protection of Private Customer Data
(Attachment 5)

Section 2.1 Use and Handling of Confidential Records and Information

2.1.1 KCOE, Districts, and Agencies recognize that Data which relates to children in foster care is confidential pursuant to relevant federal and state law, including those regarding the privacy and security of student information. KCOE, Districts, and Agencies are required to preserve the confidentiality of any information relating to children's records maintained in Foster Focus.

2.1.2 KCOE, Districts, and Agencies will comply with FERPA and corresponding state law in implementing this agreement and in handling student records. KCOE, Districts, and Agencies will comply with all security measures discussed herein to protect the confidentiality of those records. All requests regarding access to the records will continue to be governed by FERPA and corresponding California Law, and shall be directed to the local educational agency (LEA or District) where the student is enrolled.

2.1.3 KCOE shall inform each Authorized User of the need to protect the Foster Focus data containing private information. KCOE shall not disclose or make available to any third party any private information to which KCOE, District, or Agencies' Authorized users are granted access pursuant to this Agreement.

2.1.4 KCOE shall restrict access to Foster Focus solely to KCOE, District, or Agencies' authorized users. In addition, KCOE shall advise each Authorized User before he or she receives access to Foster Focus, of the obligations of KCOE under this agreement. KCOE shall require each Authorized User to maintain those obligations and agree to a confidentiality agreement, which is completed during user registration.

2.1.5 All inquiries from a parent, legal guardian, or eligible pupil to review information in the pupil's record and correct erroneous information, shall be directed to KCOE. The District or LEA will be notified by KCOE. The District will comply with the procedures it has adopted pursuant to Education Code section 49069 for granting parent requests for student records,

and the provisions of Education Code section 49070 regarding challenging the content of records.

Attachment 4
Foster Focus License Agreement
(Between Sacramento County Office of Education & KCOE)

SACRAMENTO COUNTY OFFICE OF EDUCATION

FOSTER FOCUS SYSTEM

LICENSE AGREEMENT

This License Agreement (or “Agreement”) is entered into this 1st day of July 1, 2017 (“Effective Date”), by and between the Sacramento County Office of Education, a county office of education of the State of California, (hereinafter “Provider”) and Kings County Office of Education, a county office of education of the State of California (hereinafter “Customer”). Provider and Customer shall be identified collectively as the “Parties” or “parties.”

RECITALS

WHEREAS, the Provider is the creator and owner of a web-based system, known as Foster Focus;

WHEREAS, the Customer is interested in contracting with Provider in order to use Foster Focus in Customer’s county;

WHEREAS, the California Legislature has recognized that the mobility of children in foster care disrupts their educational experience and the efficient transfer of student records is a critical factor in the swift placement of foster children in educational settings (Cal. Ed. Code § 49069.5);

WHEREAS, The Foster Focus system, enables Customer to satisfy the legal requirement to compile, and transfer to a new educational placement, the records of foster youth within two business days of receiving a transfer notification;

WHEREAS, the Family Educational Rights and Privacy Act (FERPA) and California Education Code permit local educational agencies (LEAs) to share information with a representative of a state or local child welfare agency that has legal responsibility for the care and protection of a child (20 USC § 1232g(b)(1)(L); Cal. Ed. Code § 49076(a)(1)(N));

WHEREAS, LEAs may develop cooperative agreements with county placing agencies to facilitate confidential access to and exchange of pupil information (Cal. Ed. Code §§ 49076(a)(1)(K), 49076(a)(4));

WHEREAS, Customer has established such a cooperative agreement and will utilize Foster Focus to enable confidential access to and exchange of pupil information;

WHEREAS, Foster Focus helps Customer to identify services provided to foster youth and comply with state reporting requirements;

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 “Administrative Contact” means the individual authorized by the Customer to receive and provide information required to administer this Agreement. The Administrative Contact is the local registration administrator authorized to approve an entity’s Authorized Users of Foster Focus.

1.2 “Agreement” means this License Agreement.

1.3 “Authorized User” means the individual(s) authorized to access Foster Focus on behalf of the Customer according to the terms of this Agreement.

1.4 “Customer Data” means documents, information and data submitted to Provider by Customer for processing through Foster Focus and/or documents, information and data input and maintained in Foster Focus by Customer. Customer Data includes “Pupil Records” as defined herein. Customer Data does not include Pupil-Generated Content.

1.5 “Effective Date” means the date set forth above, provided that this Agreement is fully executed by both the Provider and the Customer.

1.6 “Password” means the license code provided to Customer’s Authorized Users to enable access to Foster Focus.

1.7 “User ID” means the user name given to Customer’s Authorized Users.

1.8 “Local Administrator” means the individual or individuals authorized by the Customer to receive access to the Local Administrator features of Foster Focus

1.9 “Pupil-Generated Content” means materials created by a pupil, including, but not limited to, essays, research, reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. It does not include pupil responses to standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment. (Cal. Ed. Code § 49073.1) The parties understand and agree that Foster Focus does not permit student users and contains no Pupil-Generated Content within the meaning of Education Code section 49073.1.

1.10 “Pupil Records” means any information directly related to a pupil that is maintained by the Customer in the same manner and location that the Customer stores all other pupil records. (Cal. Ed. Code §§ 49061, 49073.1(d)(4); 34 C.F.R. § 99.3 (also called “Education Records”).) It shall not apply to records that are created or maintained by third parties, pertain to students enrolled at another LEA (including former students of Customer that have transferred to a different LEA). In addition, as used herein, “Pupil Records” shall not include Directory Information unless a parent of the pupil has notified Customer that the information should not be released. (Cal. Ed. Code § 49073; 34 C.F.R. §§ 99.31(a)(11), 99.37.)

1.11 “Directory Information” shall have the same definition as found in the California Education Code and FERPA unless otherwise specified by Customer. (Cal. Ed. Code §49061, 34 C.F.R. § 99.3.)

ARTICLE II FOSTER FOCUS SET UP AND SERVICES

2.1 Foster Focus is a secure web-based database system for the use of Foster Youth Services Coordinating Programs, county child welfare, probation, and school district programs in the participating counties and districts (“entity users”) to confirm and maintain information necessary to assist in the timely and appropriate provision of services to foster youth. Provider is responsible for ensuring that all entity users are authorized to access the data and information stored in the Foster Focus system in accordance with Customer’s designations and with the legal requirements applicable to such entities such as, and without limitation, the legal authorities cited elsewhere in this Agreement, as well as California Education Code section 49076(a)(1)(N); California Education Code section 49076(a)(1)(I); 34 CFR section 99.31(a)(2); and 20 USC § 1232g(b)(1)(L). Provider shall restrict an entity user’s access to data and information stored in Foster Focus to that information that is within each entity users’ jurisdiction.

2.2 **Initial Submission and Loading.** Customer must submit to Provider specific Customer Data as start-up information to enable Provider to customize Foster Focus in accordance with Customer’s preferences. Start-up information may include: zip codes with Customer’s school district boundaries; Customer’s school names, addresses, and phone numbers; foster youth liaisons; nonpublic school names associated with Customer; user agency names and access preferences (“Start-up Information”). When the data meets Provider’s specifications, Provider will load the Start-up Information into Foster Focus. After the Start-up Information is successfully loaded, Customer is responsible for ongoing maintenance and control of the Customer Data.

2.3 **Linking of Customer Data.** Customer may submit Customer Data to Provider for existing data fields selected by Customer via an electronic link established between Foster Focus and a district’s student information system. The electronic link enables the automated delivery of Customer Data to Foster Focus at regular intervals. Customer must deliver the Customer Data for each district to the appropriate secure server location in the format established by the Provider. This data is limited to current students. The Customer is responsible for monitoring the progress of each of its district’s delivery of the data, completion of validation testing of the data, and delivery to the Provider of signed validation documents approving installation of district data to Foster Focus.

2.3.1 Customer will pay \$5,000 per school district for the initial cost of linking a district’s data. After the new link is successfully established, Customer will pay a maintenance fee of \$500 per school district, per fiscal year beginning with the fiscal year after the link is successfully established.

The cost of linking is in addition to the Annual License Fee paid by Customer.

In order to exercise this option to link data, Customer and Provider will execute an Addendum to this Agreement (“Linking Addendum”), as provided for in section XVIII (“Modifications”) herein. This section, 2.3.1, applies to all Linking Addendums executed after July 1, 2016.

2.4 Training, Support, and Consultation. Provider will provide a maximum of eight (8) hours of training during the first year Customer implements Foster Focus. The training will encompass topics related to set-up and implementation of Foster Focus, including assigning, monitoring, and safeguarding passwords; adding and editing information; compiling reports and managing data. Local Administrator Training and User Training will be scheduled at a location, date, and time that is mutually acceptable to both the Provider and Customer. The training sessions may be conducted in person or remotely.

In all subsequent years, Provider will provide up to four hours (4) of training, support, and consultation to Customer. Provider will charge Customer a fee of \$150 per hour for training, support, and consultation in excess of four (4) hours, plus any travel costs associated therewith, subject to an addendum to this Agreement as provided for in Article XVIII (“Modifications”) of this Agreement.

2.5 Hosting and Enhancement.

- (a) Foster Focus will be hosted for the Customer for the Term of this Agreement (Article V).
- (b) It is anticipated that enhancements to Foster Focus will be ongoing. Enhancements that become available during the Term of this contract will be made available to the Customer. The Provider will install all available enhancements.

2.6 Maintenance. It is understood and agreed that maintenance to the Foster Focus system may be required from time to time. Provider will endeavor to provide Customer with reasonable notice of such maintenance by posting such notice on the home page of Foster Focus. It is also understood that emergency maintenance also may be required and, in such cases, prior notice of such maintenance may not be provided to Customers.

2.7 Customized reports. Any changes to existing reports or views and/or request for additional reports or views in the Foster Focus system may be modified or created for an additional fee to the Customer, subject to a modification of this Agreement as provided for in Article XVIII (“Modifications”) herein. Use of custom reports or functions may result in an increase of the annual license fee, subject to a modification of this Agreement as provided for in Article XVIII (“Modifications”) herein.

ARTICLE III LICENSE

3.1 Grant of License by Customer to Provider. Customer hereby grants to Provider for the Term of this Agreement a revocable, nonexclusive, royalty-free license to include the Customer Data in Provider’s Foster Focus system for use by Customer’s Authorized Users and other Authorized Users from other counties to the extent authorized by Customer. The license includes, but is not limited to copying, displaying, and modifying Customer Data in accordance with the provisions of this Agreement.

3.2 **Grant of License by Provider to Customer.** Provider hereby grants to Customer for the Term of this Agreement a revocable, nonexclusive term license, for the purposes and subject to the terms and conditions stated in this Agreement, for Customer's Authorized Users to obtain access to and use Foster Focus (as defined in this Agreement including without limitation Article II herein), located on the Internet at www.sacfys.org/index.cfm, as detailed in this Agreement.

3.3 **Grant of License to Use the Results.** Provider hereby grants to Customer a perpetual right to retain and use any records, results, reports, data tables, charts, studies, memoranda, computer data files and media, or other documents in electronic or paper format, or in any format or media that may come into existence, which are produced by Customer's Authorized Users using the Foster Focus system during the Term and which contain Customer student information, solely for the purpose of fulfilling the Customer's public education mission and in accordance with applicable laws.

ARTICLE IV FEES AND PAYMENT TERMS

4.1 **License and Maintenance Fees:** In consideration for the License to use Foster Focus as provided herein, Customer agrees to pay Provider an annual license fee based on the number of court supervised child welfare cases plus the number of out-of-home probation cases supervised by the Customer's county. Customer also agrees to pay an annual maintenance fee of \$500 for each school district which completed an electronic data link where the Linking Addendum was executed after July 1, 2016 (as provided in section 2.3.1).

- (a) The Annual License Fee for the Agreement's Term is Two Thousand Six Hundred Dollars (\$2,600).
- (b) The Annual Maintenance Fee for the Agreement's Term is Five Hundred Dollars (\$500) for the zero (0) school district(s) with an electronic link.
- (c) The Total Fee for the Agreement's Term is Two Thousand Six Hundred Dollars (\$2,600).

4.2 Payment Terms:

- (d) **License and Maintenance Fee:** Customer shall be invoiced after receipt of the signed license agreement by Provider for all fees due for the Agreement's Term.
- (e) **Fee Schedule:** Customer shall remit payment to provider within thirty (30) calendar days of Customer's receipt of invoice.

ARTICLE V TERM; POST-TERM OBLIGATIONS

5.1. **Term.** This Agreement shall be in effect between the Provider and the Customer for one year beginning with the Effective Date and expiring at 11:59 p.m. Pacific Standard Time on June 30, 2018 (the "Term").

5.2. Post-Term Obligations.

5.2.1 Upon termination or expiration of this Agreement, Customer shall cease usage of the Foster Focus system unless the Customer and Provider enter into a new License Agreement. Absent a new agreement, any subsequent use, storage and access to information received pursuant to this Agreement will continue to be subject to the surviving terms and conditions of this Agreement (See Paragraph 12.5).

5.2.2 Within thirty (30) days of the effective date of termination or expiration of this Agreement, and upon Customer's written request, Provider shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format. The Provider shall charge the Customer for the service of returning the Customer Data an hourly rate of \$150 for each hour that it takes to produce the requested file.

5.2.3 Provider will not retain or have access to Pupil Records upon termination or expiration of this Agreement unless Customer and Provider enter into a new License Agreement, except as expressly provided for in this Article.

5.2.4 Upon termination or expiration of this Agreement, Customer shall provide to Provider a list of Pupil Records in Foster Focus that are maintained by Customer that Customer desires to delete. Customer shall also notify Provider if it has not included all categories of information found in Education Code section 49061 in its definition of Directory Information.

5.2.5 Upon receipt of Customer's list of Pupil Records, Provider shall provide certification of the secure deletion of those records from the active database within 90 days.

ARTICLE VI PROVIDER'S PROPRIETARY RIGHTS IN FOSTER FOCUS/NONDISCLOSURE

6.1 Customer acknowledges that Foster Focus is the property of the Provider and that the value of Foster Focus is, in part, determined by the Provider's ability to limit access to and use of Foster Focus.

6.2 The Customer shall not disclose or make available to any third party any of Provider's proprietary information, trade secrets, and intellectual property to which Customer is granted access pursuant to this Agreement, including, without limitation, manuals and instructions for operation of Foster Focus, knowledge of operating methods, Passwords, User ID, and the names and designations of any equipment comprising the system, except as may be required by law or court order. Customer agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority, except as may be required by law or court order.

6.3 To further protect the Provider's Proprietary Rights in Foster Focus, Customer agrees to restrict access to Foster Focus to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to Foster Focus, of Customer's obligations under this Agreement and require each Authorized User to maintain those obligations.

6.4 Foster Focus and all supporting documentation shall remain the property of the Provider.

ARTICLE VII PROTECTION OF PRIVATE CUSTOMER DATA

7.1 Customer and Provider recognize that Customer Data which relates to children in foster care are confidential pursuant to relevant federal and state law, including those regarding the privacy and security of student information. Customer and Provider are required to preserve the confidentiality of any information relating to children's records maintained in Foster Focus.

7.2 Both parties will comply with FERPA and corresponding state law in implementing this Agreement and in handling student records. The parties will comply with all security measures discussed herein to protect the confidentiality of those records. All requests regarding access to the records will continue to be governed by FERPA and corresponding California law, and shall be directed to the local educational agency where the student is enrolled.

7.3 Customer is responsible for ensuring that Customer Data does not violate any privacy rights of third parties and assumes responsibility for its Authorized User's compliance with privacy laws regarding Customer Data. Customer shall inform each Authorized User of the need to protect Customer Data containing private information. Customer shall not disclose or make available to any third party any private information to which Customer's Authorized Users are granted access pursuant to this Agreement, unless otherwise permitted by law.

7.4 Customer shall restrict access to Foster Focus solely to Customer's Authorized Users. In addition, Customer shall advise each Authorized User before he or she receives access to Foster Focus of the obligations of Customer under this Agreement. Customer shall require each Authorized User to maintain those obligations and electronically agree to an online confidentiality agreement, which is attached hereto as Exhibit A and incorporated herein. Customer's Administrative Contact will review the registration information and complete the approval form for each Authorized User prior to registration. (See the sample provided in Exhibit B of this Agreement.)

7.5 Customer Data shall remain the property of Customer and under the control of Customer.

7.6 All requests from a parent, legal guardian, or eligible pupil to review information in the pupil's record and correct erroneous information, shall be directed to Customer. Customer shall notify the pupil's LEA, who will comply with the procedures it has adopted pursuant to Education Code section 49069 for granting parent requests for student records, and the provisions of Education Code section 49070 regarding challenging the content of records. Provider shall assist Customer in modifying information in the Foster Focus system to effectuate any changes to a pupil's records agreed to by Customer pursuant to this section when Customer is unable to do so.

7.7 Provider will use its best effort to protect Customer Data from changes, physical loss, or destruction through the operation of its computer system or by its personnel. "Best efforts" shall include nightly backup of all input provided by Customer and offsite storage of backup material for a 30-day period.

7.8 In the event of unauthorized disclosure of a pupil record caused by Provider, Provider will send notice to the last known address of the parent, legal guardian, or eligible pupil.

If the breach is caused by Customer, Customer's agent, or Customer's entity users, Customer shall be responsible for notifying the parent, legal guardian, or eligible pupil.

7.9 Provider may use de-identified Customer Data for the purpose of research and evaluation with prior written authorization from Customer. "De-identified Customer Data" means Customer Data that has had all personally identifiable information removed. "Personally identifiable information" is defined as follows: "The term includes, but is not limited to (a) The student's name; (b) The name of the student's parent or other family members; (c) The address of the student or student's family; (d) A personal identifier, such as the student's social security number, student number, or biometric record; (e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates." 34 CFR § 99.3. Any third party who receives de-identified information will be notified of their obligation to comply with FERPA and corresponding state law, including their obligation to destroy the information when it is no longer needed for the purpose for which it was obtained. (Cal. Ed. Code § 49076(a)(2)(E).)

7.10 Provider shall not use information in a record for any purpose other than those specifically required or permitted in this Agreement. Provider will not use any personally identifiable information in the records to engage in targeted advertising.

7.11 Provider will apply physical, network, and application security measures to safeguard the confidentiality of the records. All Provider employees with access to Foster Focus will sign a Confidentiality Agreement indicating that they understand the confidentiality of Customer Data and measures to be taken to maintain that confidentiality. In addition, Provider will designate Foster Focus administrators who will regularly consider, among other things, the system's confidentiality measures and data sharing best practices. All Provider employees will receive training on password protections and other confidentiality measures used to safeguard Customer Data.

ARTICLE VIII PERSONAL USER NAME AND PASSWORD PROVIDED

8.1 Customer's Authorized Users shall gain access to Foster Focus via the Internet through the Authorized User's User ID and Password.

8.2 Immediately following the initial data loading of Authorized Users, Customer shall assume sole responsibility for the management of User ID and Passwords for all of Customer's Authorized Users. The Customer's Administrative Contact or designee at the County Office of Education or Child Welfare Services shall be responsible for ensuring that User ID and Passwords are provided only to Authorized Users and for managing, disabling or authorizing all Authorized Users User ID and Passwords.

**ARTICLE IX
PERSONAL USER NAME SECURITY**

9.1 Customer shall be solely responsible for the security of the Passwords and User ID issued to it. Customer is solely responsible for disabling lost, stolen, or inactive Passwords OR User ID.

**ARTICLE X
DELAYS; FORCE MAJEURE**

10.1 **Delays.** Except as otherwise required in this Agreement, Customer agrees that Provider shall not be liable to Customer or any entity user associated with Customer for any delays due to any interruption of Provider's service.

10.2 **Force Majeure.** Neither Party shall be liable to the other for delays or failures in performance under this Agreement from events beyond their reasonable control, including acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the Party's control, making it impossible, illegal, or commercially impracticable for one or both Parties to perform its obligations under this Agreement, in whole or in part. Either Party may terminate this Agreement without liability for any one or more of such reasons upon written notice to the other party within ten (10) days of such occurrence or receipt of notice of any of the above occurrences.

**ARTICLE XI
NO WARRANTIES, DATA ACCURACY,
INTELLECTUAL PROPERTY**

11.1 **No Warranties.** Except as otherwise specifically provided for in this Agreement, Provider makes no representations or warranties of any kind with respect to services or data made available by Foster Focus, including but not limited to the warranties of fitness for a particular purpose or merchantability.

11.2 **Data Accuracy.** Provider will make a reasonable effort to verify the validity of data. However, Provider assumes no responsibility for the accuracy or completeness of Customer Data made available through Foster Focus or for Customer's use of such data or use of the tools made available to manipulate such data in the Foster Focus system.

11.3 **Intellectual Property.** Customer is responsible for ensuring that Customer Data does not violate any intellectual property rights of third parties. Customer further assumes sole responsibility for compliance with all intellectual property laws regarding Customer Data by any Authorized Users of the Customer.

**ARTICLE XII
DEFAULT; TERMINATION; REMEDIES; SURVIVAL**

12.1 **Events of Default.** Each of the following constitutes an Event of Default under this Agreement: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (3) if a petition under any foreign, state or United States Bankruptcy Act, receivership statute, or the like, as they now exist,

or as they may be amended, is filed by a party; or (4) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

12.2 Termination. In an Event of Default, the non-defaulting party may terminate this Agreement for an Event of Default after first giving written notice of default and an opportunity to cure within 15 days (the “Cure Period”). If the failure is not cured within the Cure Period, the non-defaulting party may terminate the Agreement effective upon receipt of the written notice of termination for default and failure to cure.

12.3 Provider Rights Upon Termination Due to Customer Default. Notwithstanding any other provisions of this Agreement, Provider reserves the right to disable any and all Passwords issued to Customer upon the occurrence of an uncured Customer Event of Default as provided for herein.

12.4 Remedies. The provisions under which this Agreement may be terminated for an Event of Default shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

12.5 Survival. The following provisions of this Agreement shall survive the termination or expiration of this Agreement:

Section 3.3	Grant of License to Use the Results	Section 12.5	Survival
Section 5.2	Post-Term Obligations	Article XIV	Governing Law; Jurisdiction & Venue
Article VI	Provider’s Proprietary Rights in Foster Focus/Nondisclosure	Article XVII	Entire Agreement
Article VII	Protection of Private Customer Data	Section 19.1	Nonwaiver of Rights
Article XI	No Warranties, Data Accuracy, Intellectual Property	Section 20.3	Indemnification; Limitation of Damages
Section 12.3	Provider’s Rights Upon Termination Due to Customer Default	Section 20.4	Section Headings
Section 12.4	Remedies	(This box is intentionally left blank.)	

ARTICLE XIII NOTICES

13.1 All invoices, authorizations, and requests in connection with this Agreement shall be deemed given five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or one (1) day after being sent by overnight courier, charges prepaid, with confirming fax; and addressed as first set forth below or to such other addresses as the Party to receive the notice so designates by written notice to the other Party.

Provider	Customer
Name: Sacramento County Office of Education	Name: Kings County Office of Education
Attn: Trish Kennedy, Director Foster Youth Services Coordinating Program	Attn: Donna Rix , Education/Learning Coordinator <i>Andrea Perez</i>
Address: PO Box 269003 Sacramento, CA 95826-9003	Address: 1144 W. Lacey Blvd. Hanford, CA 93230
Phone: (916) 228-2730	Phone: (559) 589- 7068 <i>7078</i>

**ARTICLE XIV
GOVERNING LAW, JURISDICTION AND VENUE**

14.1 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions.

14.2 Any legal proceeding arising out of or relating to this Agreement shall be brought in Sacramento County, California. Customer hereby consents to the jurisdiction of such courts.

**ARTICLE XV
SEVERABILITY**

15.1 If any provisions of this Agreement shall be held to be invalid, the legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

**ARTICLE XVI
NONASSIGNABILITY**

16.1 This Agreement and the rights and benefits conferred upon Customer hereunder may not be assigned or otherwise transferred by Customer without prior written consent of the Provider.

**ARTICLE XVII
ENTIRE AGREEMENT**

17.1 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein. This Agreement supersedes any click-through, click-on and/or "screen wrap" terms and conditions or other user agreement that may appear on the web-based Foster Focus system.

**ARTICLE XVIII
MODIFICATIONS**

18.1 This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representatives and approved in the same manner as this Agreement.

**ARTICLE XIX
NONWAIVER OF RIGHTS; EXECUTION IN COUNTERPARTS**

19.1 **Nonwaiver of Rights.** Customer and Provider agree that no failure to exercise and no delay in exercising any right, power, or privilege on the part of either Party shall operate as a waiver of any right, power or privilege under this Agreement. Customer and Provider further agree that no single or partial exercise of any right, power, or privilege under this Agreement shall preclude further exercise thereof.

19.2 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same document. Photographic copies of such signed counterparts may be used in lieu of the originals.

**ARTICLE XX
MISCELLANEOUS**

20.1 **Conflict of Interest.** Provider understands and certifies that it does not know of any facts which would make entering into this Agreement a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use his or her official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (California Government Code Section 87100 et seq.)

20.2 **Insurance.** Without in any way limiting the Customer's or Provider's liability pursuant to Section 20.3 ("Indemnification; Limitation of Damages") herein, each party hereto shall keep in full force and effect during the Term of this Agreement, at each party's respective expense, comprehensive general liability insurance (including coverage under a Joint Powers Agreement or self-insurance) with coverages not less than \$1,000,000 per occurrence, and workers compensation as required by law. Either party may request proof of insurance from the other party, who will provide a Certificate of Insurance to the requesting party within 30-days of receiving the request.

20.3 Indemnification; Limitation of Damages.

20.3.1 Each party hereto shall indemnify, defend and hold harmless the other party, and its respective Board, employees and agents, from and against any and all third-party claims, liability, loss, expense, including reasonable attorneys' fees, or claims for injury or other damages (collectively "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent acts or omissions or intentional misconduct of the indemnifying party and/or its Board, employees and/or agents.

20.3.2 In the event of concurrent negligence of the parties, the parties' respective Board, employees and/or agents, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the indemnifying party may have against third-parties.

20.3.3 The parties intend and agree to cooperate with each other in the investigation and disposition of third-party Claims arising out of the performance of this Agreement. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. The parties agree to promptly inform one another whenever any incident report, claim or complaint is filed or when an investigation is initiated concerning the performance of this Agreement. In the event of a conflict in interest, each party may obtain its own counsel at its own expense.

20.3.4 Limitation of damages. Neither party hereto shall be liable to the other for any special, consequential, indirect or incidental damages or lost profits in connection with this agreement.

20.4 **Section Headings.** The section headings contained in this Agreement are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

20.5 **Non-Discrimination.** Each party hereto represents and affirms that it will not discriminate in employment or in services provided pursuant to this Agreement based on the actual

or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

20.6 Independent Contractors. Provider and Customer shall at all times be deemed to be independent contractors in each party's performance of this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship, or a joint venture relationship, between the Customer, or its agents and employees, and Provider, or its agents and employees. Each party shall be responsible for the manner in which it performs the services under this Agreement.

20.7 Incorporation of Recitals. The Parties understand and agree that the recitals set forth above in this Agreement are terms of this Agreement and are fully incorporated herein by this reference.

(Continued on the next page.)

Party Signatures to the Agreement

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

PROVIDER

CUSTOMER

**SACRAMENTO COUNTY OFFICE OF
EDUCATION**

**KINGS COUNTY OFFICE OF
EDUCATION**

APPROVED:

APPROVED:

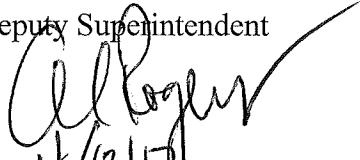
By: Al Rogers, Ed.D.

By: *Carmen Barnhart*

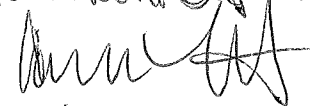
Title: Deputy Superintendent

Title: *Assistant Superintendent*

Signed:



Signed:



Date:

4/13/17

Date:

7/18/17

Exhibit A



**Foster Youth Services Coordinating Program of Sacramento
Sample Foster Focus Confidentiality Agreement**

The confidentiality agreement is completed online at the time of registration. The registrant must provide the following information and agree to the statement below.

First Name		Middle Name		Last Name	
Work Phone				Email	
Agency Name				Job Title	
Supervisor Name		Supervisor Phone		Supervisor Email	
User ID					

**Foster Youth Services Coordinating Program of Sacramento
Foster Focus Confidentiality Agreement**

As an **employee** of _____, the undersigned may have access to confidential communications and foster youth information currently or previously in, or to be entered into, the *Foster Focus* system, maintained by the Sacramento County Office of Education's (SCOE's) Foster Youth Services Coordinating Program (FYSCP). In consideration of said relationship and in consideration of the granting of access to *Foster Focus*, the undersigned agrees as follows:

1. For the purposes of this agreement, "confidential communications and foster youth information" shall be considered to include any and all information defined as such under federal and state law contained in *Foster Focus* at any time, or information accessible to the undersigned for the purpose of entering all or any part of the information into *Foster Focus*.
2. Confidential information shall be accessed only as necessary to perform legitimate FYSCP related job duties.
3. Confidential information shall be handled carefully and with due diligence to protect against such information inadvertently being disclosed.
4. Confidential information shall not be divulged, copied, released, sold, loaned, reviewed, transmitted, altered or destroyed except as authorized by FYSCP.
5. The undersigned's login identity, password or other access codes shall be safeguarded to avoid their unauthorized use by others. The undersigned agrees to be responsible for all activities undertaken using his or her login, password or other access codes.
6. The undersigned agrees not to divulge his or her password to others.
7. The undersigned agrees to immediately request a new login identity and password if there is reason to suspect that another person may have access to his or her login or password.
8. The undersigned understands and agrees that the obligations under this agreement will continue after termination of employment with the agency identified above and/or after access to *Foster Focus* has terminated.

I understand revealing confidential information is a violation of FYSCP policy and law, and could result in civil, criminal, or adverse employment action and/or termination of my relationship with SCOE.

Exhibit B



**Foster Youth Services Coordinating Program of Sacramento
Sample Foster Focus Electronic Approval Form**

The following user is requesting permission to access Foster Focus. Please review this request and approve or deny it.

Name:	
Agency:	
Title:	
Email:	
Phone:	
Registered on:	

Supervisor Information: The local administrator is responsible for notifying the registrant's supervisor regarding specific access parameters before approving the account.

Supervisor Name:	
Supervisor Phone:	
Supervisor Email:	

To Approve this User:

1. Select User Type [View List]	No Access
----------------------------------------------------	-----------

2. Day/Time Access	<input type="radio"/> 24/7 OR <input type="radio"/> Custom
--------------------	-------------------------------------------------------------------

Custom Access Options

Access Time	Please Choose a Time Span
-------------	---------------------------

<input type="checkbox"/> Monday	<input type="checkbox"/> Friday
<input type="checkbox"/> Tuesday	<input type="checkbox"/> Saturday
<input type="checkbox"/> Wednesday	<input type="checkbox"/> Sunday
<input type="checkbox"/> Thursday	

3. Allow Use From	
-------------------	--

4. Set to expire in	<input type="radio"/> 6 months
	<input type="radio"/> 1 year
	<input type="radio"/> None, until further notice

I agree to notify SCOE when this employee's employment terminates or his/her work assignment changes to non-FYSCP activities.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Tim Breshears
SUBJECT: SPECIAL EVENT REQUEST BY HEIGHTS CATERING FOR EXCLUSIVE ACCESS AND USE OF HICKEY PARK
SUMMARY:

Overview:

Tony Lemus with Heights Catering is requesting to host a special event at Hickey Park, and has requested the park be closed to the general public on April 20 and 21, 2018, for this purpose.

Recommendation:

- 1) Approve Tony Lemus’ request for complete closure of Hickey Park; and
- 2) Authorize the Public Works Director to sign the special use agreement with Tony Lemus; and
- 3) Authorize the Public Works Director to approve non-substantive changes, including date changes, to the special use agreement with the concurrence of County Counsel.

Fiscal Impact:

There will be no impact to the General Fund. Use fees captured by the County will offset historical revenues for this weekend.

BACKGROUND:

Tony Lemus is a professional chef who operates Heights Catering. He is requesting to host The Hickey Hill Food, Music, and Arts Festival on April 20-21, 2018, in Hickey Park to showcase local food, arts, and music talent. The event will consist of two days of live music, food, and local vendors.

Mr. Lemus has signed the County’s special use agreement and will be responsible for complying with the requirements of County departments, including Public Works, Sheriff, Fire, Health, Community Development and County Counsel. Attached is a layout of Hickey Park showing the approximate locations for each of the service areas for the event. County Counsel has reviewed and approved the signed special use agreement.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

COUNTY OF KINGS
AGREEMENT FOR SPECIAL EVENT OR USE OF COUNTY PARK

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2018, by and between the County of Kings, a political subdivision of the State of California, by and through its Department of Public Works, (hereinafter "County") and Antonio Lemus Arevalo, doing business as Heights Catering (hereinafter "Concessionaire").

RECITALS

WHEREAS, Concessionaire desires to secure from County certain rights and privileges to use a County park to hold the Hickey Hill Festival, a food, music, and art festival (hereinafter "Event") to be held at Hickey Park (hereinafter "Premises"); and

WHEREAS, County is prepared to grant Concessionaire use of Premises as hereinafter set forth.

NOW, THEREFORE, the Parties mutually agree as follows:

1. GRANT OF USE

County grants to Concessionaire the right to use Premises for its Event as set forth in **Exhibit A**. County reserves the right to enter the Premises at all times.

2. FEES

Concessionaire shall pay County the fees as set forth in **Exhibit B**.

3. RIGHT OF USE

Concessionaire shall only have the right to use the Premises when all documentation and payment as required under this Agreement have been received by County.

Concessionaire shall not commit or permit any injury or damage to any part of the Premises, or its appurtenances nor any waste thereon. The Premises used by Concessionaire during the Event shall be returned to County in the same condition or repair after the Event, reasonable wear and tear excepted.

4. SECURITY

Concessionaire is responsible for Event security. Concessionaire shall cooperate with the Kings County Sheriff's Office ("Sheriff") to ensure sufficient security is on site at all times and shall follow any and all security recommendations or directives of the Sheriff. In the event the Sheriff determines that security is inadequate or that a security risk is present at the Event, the Sheriff may immediately terminate the Event and evacuate the Premises. Said termination shall not constitute a breach of this Agreement.

5. EXHIBITS

Concessionaire shall comply with all requirements of County as set forth in herein and the exhibits attached hereto.

6. TERM OF AGREEMENT

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.

7. AMENDMENTS

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

8. 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 may either provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period to cure the breach or elect to terminate this Agreement immediately. If the breach is not remedied within the cure period or the non-defaulting party elects to terminate this Agreement immediately, the non-defaulting party shall

provide written notice specifying the date of termination.

If the County is the non-defaulting party and elects to cure the default, any expense incurred shall be payable by Concessionaire 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 Concessionaire, 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. No Waiver of Breach or Default. In no event shall any action or inaction 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 Concessionaire, nor shall such action or inaction impair or prejudice any remedy available to County with respect to the breach or default.

9. INDEMNIFICATION

Concessionaire has the contracted duty (hereinafter "the duty") to indemnify, defend, and hold harmless, the County, its Board of Supervisors, officials, officers, employees, agents, and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees, and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to invitees, employees, agents, and officers of Concessionaire.

Concessionaire's liability for indemnity under this Agreement shall apply to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Concessionaire, its invitees, attendees, agents, officers, subcontractors, and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the negligent or willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Concessionaire will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law. 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.

10. INDEPENDENT CONTRACTOR

Concessionaire 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.

11. COMPLIANCE WITH LAW

Concessionaire, its vendors, officials, agents, employees, subcontractors, attendees, and invitees shall comply with all federal, state, and local laws, regulations, and use permits applicable to its Event, including, but not limited to, licensing, employment, and health and safety standards set forth by the State of California and/or County.

Concessionaire, its vendors, officials, agents, employees, subcontractors, attendees, and invitees understand and agree that this includes, but is not limited to, compliance with the County's ordinances regarding the use, possession, cultivation, donation, giving, provision, sharing, transferring, sale, manufacturing, processing, distribution, dispensing, delivery, mobile delivery, and testing of marijuana. Concessionaire, vendors, and performers shall complete and return an acknowledgment of the County's marijuana ordinance, as attached hereto with a copy of the applicable ordinance as Exhibit G, as a condition of and prior to participating in the Event by the date selected by the Parks Department.

Concessionaire shall promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the Premises and for any activities conducted during the Event.

12. ASSIGNMENT

Concessionaire shall not assign this Agreement to any third party without the prior written consent of County.

13. UNFORESEEN CIRCUMSTANCES

Neither party is responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute, or other cause beyond the party's reasonable control.

14. 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 PARKS DEPARTMENT
ATTN: TIM BRESHEARS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONCESSIONAIRE:

ANTONIO LEMUS AREVALO
DBA HEIGHTS CATERING
PO BOX 784
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.

15. 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. Concessionaire 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.

16. 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.

17. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 9, Indemnification and Exhibit C, Insurance.

18. 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.

19. NO THIRD PARTY BENEFICIARIES.

County and Concessionaire 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 third party.

20. 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 Concessionaire 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.

21. AUTHORITY

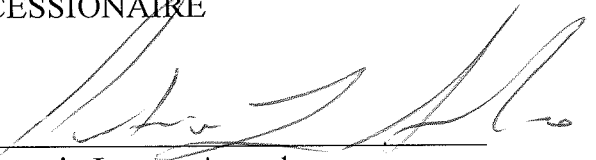
Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

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

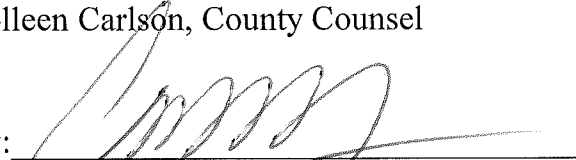
COUNTY OF KINGS

CONCESSIONAIRE

By: _____
Kevin McAlister, Public Works Director

By: 
Antonio Lemus Arevalo

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By: 
Carrie R. Woolley, Deputy

Exhibits/Attachments:

Exhibit A: Description of Park, Event, and Dates

Exhibit B: Fees

Exhibit C: Insurance

Exhibit D: Deposit

Exhibit E: Live Music

Exhibit F: Alcohol

Exhibit G: Acknowledgment of County's Marijuana Ordinance

EXHIBIT A
DESCRIPTION OF PREMISES, EVENT, AND DATES

1. Premises are specifically defined as Hickey Park, in Kings County, California.
2. Concessionaire shall have the right to occupy Premises for the purpose and activities directly related to Event.
3. Concessionaire shall have access for the time period from April 18, 2018 to April 24, 2018, which shall include the time needed to set up, tear down, clean up, and remediate the Premises after the Event. Concessionaire shall have no right to occupy Premises outside of this time period.
4. Premises, including the property and the facilities, are provided on an “as is” basis.
5. Concessionaire shall provide the County with a detailed timeline and map showing dates, times, and areas of set up for the Event at least fourteen (14) days prior to the Event.
6. Concessionaire shall comply with the following additional limitations:
 - a. The Event shall only be open to the public from noon (12 p.m.) on April 20, 2018, through one o’clock in the morning (1 a.m.) on April 21, 2018, and noon (12 p.m.) on April 21, 2018, through one o’clock in the morning (1 a.m.) on April 22, 2018.
 - b. Concessionaire shall ensure that this Event be held as a non-smoking event except in the area designated for the consumption of alcohol (“the Beer Garden”) and shall ensure that sufficient signage is posted throughout the Premises to advise the public, and vendors, of the prohibition on smoking. This prohibition shall include, but not be limited to, the smoking of cigarettes, cigars, pipes, pipettes, e-cigarettes, or vapes.
 - c. Concessionaire shall ensure that he and any and all vendors selling merchandise, food, alcohol, or any other items at the Event have any and all licenses needed to operate their sites and sell their goods. Said licenses shall include, but are not limited to, licenses to sell merchandise, alcohol, and food and/or beverages.
 - d. Concessionaire shall ensure that parking for this Event be limited to the areas designated by the County and that sufficient boundaries and signs are posted to direct traffic to the designated parking area.
 - e. Concessionaire shall ensure that adequate parking spaces are provided to comply with the Americans with Disabilities Act (ADA).

- f. Concessionaire shall have thirty (30) security guards and six (6) Kings County Sheriff's deputies present to provide security at all times during the Event, unless otherwise directed by the Sheriff of Kings County or his designee. If available, Concessionaire shall also have a K-9 unit of the Kings County Sheriff's Office present at the event.
- g. Concessionaire shall ensure that a Kings County Fire truck is on site and present at the Event at all times during which the Event is open to the public.
- h. Concessionaire shall ensure that an ambulance is present on site at the Event at all times during which the Event is open to the public.
- i. Concessionaire shall ensure there are sufficient fire extinguishers and other fire apparatus, as determined by the Kings County Fire Marshal, on site at the Event.
- j. Concessionaire shall ensure that sufficient generators are provided at the Event to provide power to vendors, entertainers, and the public.
- k. Concessionaire shall ensure that sufficient portable toilets, including ADA accessible toilets, and hand washing stations, as determined by Kings County Department of Public Health, are present, working, and available at the Event at all times.
- l. Concessionaire shall provide trash clean-up services before, during, and after the Event, including the provision of additional trash containers as needed or as determined by the Kings County Department of Public Health.
- m. Concessionaire shall ensure that he and any and all vendors present at the Event comply with any and all directives or requirements of the Kings County departments of Public Health, Community Development, Parks and Recreation, Fire, and the Sheriff.

EXHIBIT B
FEEES

1. Concessionaire shall pay County the following fees:
 - a. A flat rate of \$1,000.00 per day for use of the Premises for the Event. This amount shall only include the actual days of the Event, not days allowed for set-up, tear down, clean-up, and remediation.
 - b. A refundable deposit of \$1,000.00.
 - c. A park entry fee of \$6.00 per vehicle, to be paid by attendees.
 - d. Costs for the assignment of six (6) deputy sheriffs at the Event as determined by the Kings County Sheriff's Office. Concessionaire shall make arrangements with the Kings County Sheriff's Office for billing and payment of these fees and provide proof of the arrangement and payment of any required deposit to the Parks Department at least five (5) days prior to the Event. Failure to provide proof of the arrangement and payment of any required deposit shall be grounds for immediate termination of the Event.
 - e. Costs for the assignment of a fire apparatus at the Event as determined by the Kings County Fire Department. Concessionaire shall make arrangements with the Kings County Fire Department for billing and payment of these fees and provide proof of the arrangement and payment of any required deposit to the Parks Department at least five (5) days prior to the Event. Failure to provide proof of the arrangement and payment of any required deposit shall be grounds for immediate termination of the Event.

2. Payment is due from Concessionaire as follows:
 - a. Refundable deposit: to be paid immediately upon contract execution.
 - b. Flat rate for use of the Premises: 14 days before the Event.
 - c. Costs for the assignment of deputy sheriffs: as agreed between the Concessionaire and the Kings County Sheriff's Office.
 - d. Costs for the assignment of a fire apparatus at the Event: as agreed between the Concessionaire and the Kings County Fire Department.

EXHIBIT C INSURANCE

Without limiting County's right to obtain indemnification from Concessionaire or any third parties, prior to occupying the Premises, Concessionaire shall purchase and maintain, and require any and all vendors or performers for this Event to 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 their Insurance Carrier guaranteeing such coverage to County. Such Certificate for the Concessionaire shall be provided to the County's Risk Manager at least thirty (30) days prior to the Event. Certificates for vendors and performers shall be provided at least five (5) days prior to the Event. In the event Concessionaire, vendors, or performers fails to obtain or 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.

A. Insurance amounts.

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.

B. Insurance Conditions.

1. 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.

2. 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.

The County's Risk Manager may waive any or all part of these requirements for vendors or performers at the Event on a case by case basis. Requests for waiver shall be submitted in writing at least fourteen (14) days before the Event and shall include the reasons for the request, as well as proof of the insurance currently maintained by the vendor or performer. The County Risk Manager's decision is final and non-appealable.

EXHIBIT D
DEPOSIT

1. Concessionaire agrees to deposit \$1,000.00 with the County to guarantee payment of:
 - a. Any money which may be due to County under this Agreement; and
 - b. Any damage to Premises; and
 - c. Removal of Concessionaire's personal property which may be left on Premises in violation of the terms of this Agreement; and
 - d. Removal of personal property of Concessionaire's vendors or others who attended, participated in, or who occupied Premises for the purpose and activities directly related to Event; and
 - e. Any cost to the County of restoring the Premises which had been occupied by Concessionaire and were left in an unsafe or unsatisfactory condition.
2. Payment is due from Concessionaire upon contract execution.
3. The deposit shall be refunded to the Concessionaire, minus any amounts needed to cover the above within thirty (30) days after the Event.

EXHIBIT E
LIVE MUSIC

In the event live music is to be performed at this Event, Concessionaire shall ensure that any and all Kings County Ordinances regarding the lights, sound levels and decibels, and times for performance are complied with, as determined by the Kings County Department of Community Development or any other County department. Live music shall only be performed in areas designated as live music areas.

EXHIBIT F
ALCOHOL

Concessionaire shall ensure that only beer and wine are provided, sold, made available, served, or consumed at this Event. Concessionaire shall further ensure that any and all alcohol provided, sold, made available, served, or consumed at this Event shall be exclusively provided, sold, made available, served, or consumed in the designated "Beer Garden." Concessionaire shall post sufficient signage in and around the "Beer Garden" to advise consumers and vendors of the need to stay within the confines of the "Beer Garden" while consuming, providing, selling, making available, or serving alcoholic beverages.

No alcoholic beverages shall be provided, sold, made available, served, or consumed by minors at this Event. In the event a minor is found to have been provided, sold, made available, served, or consuming alcohol at this Event, the County reserves the right to immediately shut down the Event, fine the Concessionaire and/or the vendor \$1,000 per violation, over and above any other applicable fines, and report the violation to the State's Alcohol and Beverage Control (ABC).

Concessionaire shall ensure that vendors, their employees, volunteers, and agents selling, dispensing, providing, or serving alcohol comply with any and all licensing requirements for the provision, sale, making available, serving, or consumption of alcohol on the Premises.

Concessionaire understands and agrees that any violation of the Kings County Ordinances regarding alcohol will be grounds for the immediate termination of this Event as well as a basis for any and all applicable fines or fees as allowed under the Kings County Ordinances or State or Federal law.

EXHIBIT G
ACKNOWLEDGEMENT OF COUNTY'S MARIJUANA ORDINANCE.

I, _____, operate _____ (name of business) _____, and will be participating in the Hickey Hill Festival on April 20-21, 2018 ("the Event"), as (the Concessionaire/a Vendor/Performer). I have read and understand the Kings County Code of Ordinances ("Code") regarding the use, possession, cultivation, donation, giving, provision, sharing, transferring, sale, manufacturing, processing, distribution, dispensing, delivery, mobile delivery, and testing of marijuana and acknowledge that the prohibitions contained therein apply to this Event. I further understand and agree that my signature on this Acknowledgment requires me to comply with and ensure the compliance of vendors, performers, their employees, volunteers, or agents with the Code regarding the use, possession, cultivation, donation, giving, provision, sharing, transferring, sale, manufacturing, processing, distribution, dispensing, delivery, mobile delivery, and testing of marijuana.

Date: _____

Signature: _____

Printed Name: _____

Name of business: _____

Kings County Code of Ordinances, ARTICLE V. - MARIJUANA^[5]

Footnotes:

--- (5) ---

Editor's note— Ord. No. 677, § 2, adopted Oct. 4, 2016, repealed the former Art. V, §§ 14-50—14-55, and enacted a new Art. V as set out herein. The former article pertained to medical marijuana and derived from Ord. No. 656, § 1, 11-8-2011; Ord. No. 656.1, § 3, 2-2-2016. See the Code Comparative Table for a detailed analysis.

DIVISION 1. - GENERAL PROVISIONS

Sec. 14-50. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Collective and *cooperative* refer to the collective or cooperative cultivation of marijuana, whether for nonmedical purposes or as described in Health and Safety Code Section 11362.775 and as referred to in Health and Safety Code Sections 11362.768 and 11362.83.

Delivery and *mobile delivery* refer to the delivery of marijuana to a point within the unincorporated area of Kings County from any point within or without said unincorporated area, whether or not possession of marijuana is legal at the source.

Enforcing officer means any county code or law enforcement officer pursuing enforcement of this article including, but not limited to, the director of public health, the director of the community development agency, the sheriff, and their authorized deputies or designees.

Marijuana, also known as *marihuana* or *cannabis*, means marijuana as defined in Health and Safety Code Section 11018.

Marijuana business or *commercial cannabis activity* means any activity involving cannabis undertaken for compensation of any kind or nature whatsoever, including but not limited to cultivation, processing, or sale of marijuana or a marijuana product, including a marijuana cooperative or collective, whether or not said cooperative or collective exists for medical or nonmedical purposes.

Medical marijuana and *medical marijuana use* means the use of cannabis for purposes set forth in the Compassionate Use Act and Medical Marijuana Program Act, California Health and Safety Code Sections 11362.5 and 11362.7 et seq.

Nonmedical or recreational marijuana and *nonmedical or recreational use of marijuana* refer to marijuana or the use thereof not falling within the category of medical marijuana and medical marijuana use.

Primary caregiver means an individual who has consistently assumed responsibility for the housing, health or safety of a qualified patient as contemplated by the Compassionate Use Act and the Medical Marijuana Program.

Qualified patient means an individual who is entitled to the protections of the Compassionate Use Act and the Medical Marijuana Program.

Except as otherwise provided for herein, definitions included in California Business and Professions Code Section 19300.5 are incorporated herein by reference. If Section 19300.5 subsequently is renumbered or amended, the definitions in the renumbered or amended statute shall apply, except that if the statute is repealed entirely, the definitions contained therein as of January 1, 2016, shall control unless reliance on any particular definition would conflict irreconcilably with current state law.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-51. - Ban.

- (a) Except where a California county is preempted by federal or state law from enacting a prohibition on any such activity, the use, possession, cultivation, donation, giving, providing, sharing, transfer, sale, manufacture, processing, distribution, dispensing, delivery, mobile delivery, and testing of marijuana is hereby prohibited in all zones within the County of Kings. Transportation of marijuana through the unincorporated area of the county is likewise prohibited except as otherwise provided by state or federal law. For clarity, and without limiting the generality of the foregoing or altering the definition of any term defined in this article, the ban herein extends to commercial cannabis activities, marijuana businesses, and medical or recreational cooperatives or collectives of any kind, nature, or extent whatsoever, and includes within the definition of "marijuana" food substances and topical solutions containing marijuana.
- (b) Any violation of subdivision (a), whether for recreational or medical purposes, is declared to be a public nuisance, and may be abated pursuant to the procedures described in sections 14-56 and 14-57 of this article.
- (c) Any violation of subdivision (a), whether for recreational or medical purposes, is a misdemeanor, subject to the exceptions to criminal liability provided for in section 14-60 of this article.
- (d) Each day or fraction of a day that an ongoing violation of subdivision (a) is allowed to occur shall be deemed to constitute a separate violation thereof.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-52. - Use and possession.

- (a) If the county is required under state law to allow use or possession of marijuana, to the maximum extent allowed by state law, use or possession shall remain subject to the ban stated in section 14-51 if the use or possession is done in a manner that:
 - (1) Is expressly declared to be a crime in this state;
 - (2) Occurs in any facility or venue open to members of the public;
 - (3) Occurs on any property owned or controlled by the County of Kings, including within the public right-of-way;
 - (4) Prevents the user from adequately supervising a minor in his or her custody or care, or otherwise imminently endangers the health or safety of a child;
 - (5) Provides any individual under the age of 21 with ready access to marijuana;
 - (6) Is intended to aid, abet, support, or encourage any individual under the age of 21 in using or possessing marijuana;
 - (7) Exposes any individual under the age of 21, or any adult without his or her unequivocal consent, to second-hand marijuana smoke, or otherwise constitutes a private nuisance to others by exposing them to noxious odors or other adverse health and safety impacts; or
 - (8) Negligently, willfully, knowingly, or intentionally deceives or otherwise causes any individual to smoke, ingest, or otherwise use or consume marijuana without that individual's knowledge and consent.
- (b) There shall be a rebuttable presumption that a person smoking, ingesting, or consuming marijuana or marijuana products is in violation of one or more of the restrictions stated in subdivision (a) unless such smoking, ingesting, or consumption occurs entirely in a fully enclosed area of a private residence with the knowledge and consent of the person legally in possession thereof, and in a manner that is not in plain view from outside the residence, with no one present who is under the age of 21 or otherwise who does not consent to the smoking, ingesting, or consumption; provided that, smoking, ingesting, or consuming marijuana under circumstances described herein shall not excuse anyone from otherwise complying with subdivision (a).

- (c) Penalties for violation of the conduct described in subdivision (a) shall be cumulative of penalties for any other included offense(s).
- (d) If a state law purporting to legalize use or possession of marijuana explicitly preserves local agencies' inherent land use authority, or is construed by a court of competent jurisdiction to preserve such authority, any use or possession of marijuana in the unincorporated area of Kings County shall be deemed a public nuisance, even if done in strict compliance with the requirements of this section.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-53. - Cultivation.

- (a) To the extent that the county is required to allow the cultivation of marijuana under state law, whether for medical or recreational use, the following rules shall apply to the fullest extent allowed by state law:
 - (1) *Personal use cultivation.* The cultivation of marijuana shall be subject to limits set forth in any applicable state law. An individual who may cultivate marijuana for personal use pursuant to state law ("qualified person"), shall be allowed to cultivate marijuana only within his/her private residence or in an attached garage or other fully enclosed and locked accessory structure located entirely on property owned or legally possessed by him or her. No outdoor cultivation is allowed within the unincorporated area of Kings County.
 - (2) *Area.* In any residence, the marijuana cultivation area shall not exceed 32 square feet measured by the canopy, nor exceed ten linear feet in height. This limit applies regardless of the number of individuals residing in the residence. The cultivation area shall be a single designated area.
 - (3) *Lighting.* Lighting for marijuana cultivation shall not exceed a total of 1,200 watts, or otherwise pose a fire or safety hazard.
 - (4) *Building code requirements.* Any alterations or additions to the residence, including garages and accessory buildings, shall be subject to applicable building, fire, plumbing, and electrical codes, in addition to all applicable zoning codes, including lot coverage, setback, height, and parking requirements.
 - (5) *Gas products.* The use of gas products, including but not limited to carbon dioxide and butane, for marijuana cultivation or processing is prohibited.
 - (6) *Evidence of cultivation.* From outside the building wherein cultivation occurs, there shall be no exterior evidence of marijuana cultivation occurring on the site.
 - (7) *Residence.* The qualified individual shall reside in the residence wherein the marijuana cultivation occurs.
 - (8) *Cultivation elsewhere in the county.* The qualified individual shall not participate in cultivation in any other location within the unincorporated area of Kings County.
 - (9) *Incidental use.* The residence shall maintain kitchen, bathrooms, and primary bedrooms for their intended use, and shall not be used primarily for marijuana cultivation.
 - (10) *Ventilation.* The marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from cultivation are not detectable beyond the residence (or property line for detached single family residences), and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence. This shall include at a minimum, a system meeting the requirements of the current adopted edition of the California Building Standards Code, including Building Code Section 1203.5 (Natural Ventilation) and Mechanical Code Section 402.3 (Mechanical Ventilation) or the equivalent(s) thereof.
 - (11) *Use and storage of chemicals.* For the protection of local groundwater resources and indoor air quality, and to avoid disposal of harmful substances into sewers or septic systems, no chemical shall be used for marijuana cultivation that contains any substance on the list prepared pursuant to Health and Safety Code Section 25249.8; provided that any chemical specifically approved by

the California Department of Pesticide Regulation for indoor use on marijuana may be used in amounts prescribed by the department. No chemical used for marijuana cultivation shall be stored in a manner visible from neighboring residences or to individuals located outside the property line or in the public right-of-way.

- (12) *Nuisance.* The marijuana cultivation area shall not adversely affect the health or safety of nearby residents by creating dust, glare, heat, noise, noxious gasses, odors, traffic, vibrations, or other impacts. Nor shall marijuana cultivation be hazardous due to the use or storage of materials, processes, products, or wastes, or from any actions incidental or related to the cultivation.
 - (13) *Property owner authorization.* For rental property, the lessee shall obtain written permission from the property owner or property management company to cultivate marijuana.
 - (14) *Property owner notification.* If the requirement in paragraph (13) is determined by a court of competent jurisdiction not to be an enforceable condition of cultivating marijuana, then at a minimum as a condition of registering his or her cultivation pursuant to paragraph (15), a registrant shall be required to certify under penalty of perjury either that he or she is the legal owner of the residence wherein cultivation will occur, or that he or she has notified the property owner or management company of his or her intended registration. If the registrant is other than the current owner of the property wherein cultivation will occur, as shown on the last equalized assessment roll, the sheriff or his or her designee is hereby authorized to mail notification of the registration to said current owner or authorized agent thereof; provided that only the fact of registration shall be disclosed in such notification, and if the registrant is a qualified patient, neither this fact nor any medical information made known to the sheriff or designee concerning registrant shall be disclosed. Notice to the foregoing effect shall be stated in capital letters in no less than 12-point font on any registration form approved by the sheriff pursuant to paragraph (15). This provision for notification shall not create on the part of the sheriff, the County of Kings, or any officer, agent, or employee thereof, a legally enforceable duty to property owners to provide such notification.
 - (15) *Registration.* Before cultivating marijuana inside any residence, the proposed cultivator shall register the cultivation with the sheriff or his or her designee, using a form approved by the sheriff for this purpose. At the time of registration, the registrant shall be given a brochure or other handout summarizing the requirements herein prescribed in plain English and shall, as applicable, demonstrate compliance with any provision hereof or agree in writing to comply with said provisions at all times in connection with the proposed cultivation. The failure on the part of the sheriff or his or her designee to provide notice to a registrant of any requirement herein prescribed shall not relieve the registrant of the obligation to be familiar with and to abide by said requirement. For existing cultivation, registration shall occur within ten days of date that this section shall become operative. The sheriff may direct the registrant to the Kings County Community Development Agency and/or agriculture commissioner for more information about additional requirements that may apply. Any medical information obtained by the sheriff regarding a registrant who is a qualified patient shall be kept confidential to the extent required by law.
 - (16) *Additional requirements for garages and accessory buildings.* The following additional requirements shall apply for personal use cultivation that occurs in a garage or other accessory building: the garage or other accessory building shall be secure, locked, and fully enclosed, with a ceiling, roof or top, and entirely opaque. The garage or other accessory building shall include a burglar alarm monitored by an alarm company or private security company. The garage or other accessory building, including all walls, doors, and the roof, shall be constructed with a firewall assembly of green board meeting the minimum building code requirements for residential structures and include material strong enough to prevent entry except through an open door.
- (b) Even if the county is required to allow the cultivation of marijuana under state law, cultivation not in strict compliance with the requirements of subdivision (a) shall be subject to the ban stated in section 14-51, to the fullest extent allowed by state law.
 - (c) Cultivation for medical use that meets the requirements of section 14-60 of this article, but that is not done in strict compliance with the requirements of subdivision (a), is declared to be a public nuisance

even though not subject to criminal sanction pursuant to this Code.

- (d) If a state law purporting to legalize personal cultivation of marijuana explicitly preserves local land use authority or is so construed by a court of competent jurisdiction, any cultivation of marijuana in the unincorporated area of Kings County shall be deemed a public nuisance, even if done in strict compliance with this section. (For medical marijuana, see, e.g., *Kirby v. Co. of Fresno* (2015) 242 C.A.4th 940.)
- (e) The sheriff shall be authorized to charge a fee for the registration described in paragraph (15) of subdivision (a) of this section, which shall be approved by the board of supervisors and included in the county's fee schedule. The amount of the fee shall not exceed a reasonable estimate of the actual direct and indirect cost per registrant to the sheriff of administering the registration requirement.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-54. - Deliveries.

- (a) If a court of competent jurisdiction construes any state law to prohibit the county from banning mobile deliveries of medical or nonmedical marijuana from a licensed premise outside the unincorporated area of Kings County to a location within the unincorporated area of the county, then the following restrictions on deliveries shall apply to the fullest extent allowed under state law:
 - (1) The order for the delivery shall have been placed at the premises of the licensed facility outside of the unincorporated area of Kings County from which the delivery shall originate.
 - (2) No delivery shall occur within 600 feet of an area where minors congregate, such as a school, park, youth center, or day care facility. This distance shall be the horizontal distance measured in a straight line from the property line of the school or other facility to the closest property line of the lot on which the delivery occurs.
 - (3) The vehicle from which the delivery is being made shall not in any manner advertise that it is carrying marijuana.
 - (4) Not more than 28.5 grams of marijuana may be delivered to any single person, or eight grams if concentrated.
 - (5) The marijuana will remain in an opaque, fully enclosed, and locked container until the time of its delivery to the purchaser, which shall occur indoors on private property out of view of the general public, and without children present at the time.
 - (6) The marijuana shall be physically handed to the purchaser thereof, and no delivery shall be completed if the purchaser is not present to receive the marijuana personally. The identity and age of the person receiving the marijuana shall be verified by the person completing the delivery, who shall require the purchaser to show a valid government issued identification card bearing a photograph and birth date.
- (b) Even if the county is required to allow mobile deliveries under state law, deliveries not in strict compliance with the requirements of subdivision (a) shall be subject to the ban stated in section 14-51, to the fullest extent allowed by state law.
- (c) If a state law purporting to legalize delivery of marijuana explicitly preserves local land use authority or is construed by a court of competent jurisdiction to preserve the same, any delivery of marijuana in the unincorporated area of Kings County shall be deemed a public nuisance, even if done in strict compliance with this section.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-55. - Penalty.

Any person committing any act declared by this division to be a misdemeanor shall be subject to a maximum penalty of one year imprisonment in the county jail, a fine of \$1,000.00, or both, cumulative of any other criminal, civil, or administrative penalties or enforcement remedies prescribed by law, including any administrative penalties or nuisance enforcement actions as may be provided for herein in this article. Notwithstanding the foregoing, no fine or penalty imposed pursuant to this article shall exceed the maximum fine or penalty provided for under any state law for the same conduct, act, omission, occurrence, or circumstance for which the fine or penalty is being imposed.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-56. - Administrative penalties and nuisance abatement.

- (a) Violation of any provision of this article shall be deemed a public nuisance and may be enforced by any remedy available to the county for abatement of public nuisances.
- (b) Each and every violation of this article shall constitute a separate violation and shall be subject to all remedies and enforcement measures enumerated in this article, in the Kings County Code of Ordinances, and in state law. Each and every day that a violation of this article continues to exist shall constitute a separate and distinct violation subject to all available remedies and enforcement:
 - (1) As a nuisance per se, any violation of this article shall be subject to injunctive relief, revocation of the registration of occupancy for the location, disgorgement and payment to the county of any and all monies unlawfully obtained, cost of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or equity. The county may also pursue any and all remedies and actions available and applicable under local and state laws for any violations of this article.
 - (2) Each and every violation of this article is subject to an administrative fine of \$100.00 for the first violation, \$200.00 for the second violation within one year, and \$500.00 for every subsequent violation within one year; provided that no fine imposed pursuant to this section shall exceed any maximum fine or penalty provided for under any state law for the same conduct, act, omission, occurrence, or circumstance for which the fine is being imposed.
- (c) All remedies provided for herein are cumulative and not exclusive, and are in addition to any other remedy or penalty provided by law. Nothing in this article shall be deemed to authorize or permit any activity that violates any provision of state or federal law.
- (d) Nothing in this article shall be construed as imposing on the enforcing officer or the County of Kings any duty to penalize or abate any activity forbidden by the article, and neither shall the enforcing officer nor the County of Kings be held liable for failure to carry out such enforcement activity.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-57. - Nuisance abatement procedures.

- (a) *Notice.* Whenever an enforcing officer determines that a public nuisance exists in violation of this article on any premises within the unincorporated area of Kings County, he or she is authorized to issue a written notice of abatement and/or administrative citation that includes the following information:
 - (1) Identity of the owner(s) of the property upon which the nuisance exists, as named in the records of the county assessor, and identity of the occupant(s), if other than the owner(s), if known;
 - (2) Describe the location of the property sufficient to produce notice of its location (e.g., commonly used street address or the assessor's parcel number);
 - (3) State what section of this article has been violated;
 - (4) Describe the unlawful activity and the actions required to abate said activity;
 - (5) State that the owner or occupant is required to abate the public nuisance within a reasonable

time which should not exceed 15 calendar days after the date that said notice was served;

- (6) State that the owner or occupant may, within 15 calendar days after the date that said notice was served, make a request in writing to the clerk of the board of supervisors for a hearing to appeal the determination of the enforcing officer that the conditions existing constitute a public nuisance, or other cause why those conditions should not be abated in accordance with this article;
 - (7) State that, unless the owner or occupant abates the nuisance or requests a hearing before the board of supervisors, within the time prescribed in the notice, the enforcing officer may abate the nuisance. It shall also state that the abatement costs, including administrative costs, may be made a special assessment added to the county assessment roll and become a lien on the real property, or be placed on the unsecured tax roll;
 - (8) The amount of the fine, if any, and a statement of how and where the fine may be paid and time period within which it must be paid; and
 - (9) The name and signature of the enforcing officer.
- (b) *Service of notice.* The notice and/or citation set forth in subdivision (a) shall be served personally, by mail or by posting and the date of service is deemed to be the date of deposit in the mail, personal delivery, or posting, as applicable. Failure to receive any notice and/or citation does not affect the validity of the proceedings conducted hereunder.
- (1) *Personal service.* Notice and/or citation may be served by delivering it personally to the owner and/or to the occupant.
 - (2) *Service by mail.* Notice and/or citation may be served by mailing it by certified mail, postage prepaid with a return receipt requested, and by simultaneously mailing notice by first class United States mail. If notice and/or citation is sent by certified mail and returned unsigned then service shall be deemed effective pursuant to the first class mail, provided that the first class mail is not returned by the United States Postal Service undeliverable. Notice and/or citation shall be mailed to the occupant of the property at the address thereof, and to any non-occupying owner at his or her address as it appears on the last equalized assessment roll, except that if the records of the county assessor show that the ownership has changed since the last equalized assessment roll was completed, the notice and/or citation shall also be mailed to the new owner at his or her address as it appears in said records.
 - (3) *Posted notice.* In the event that, after reasonable effort, the enforcing officer is unable to serve the notice and/or citation personally or by mail, service shall be accomplished by posting two copies of the notice and/or citation on the real property upon which the nuisance exists or by posting it on any real property within the county in which the county has knowledge that the responsible person has a legal interest.
- (c) *Administrative review.* Any person upon whom an abatement notice or an administrative citation has been served may appeal to the board of supervisors the determination of the enforcing officer that the conditions set forth in the notice constitute a public nuisance, or may show cause before the board of supervisors why those conditions should not be abated in accordance with the provisions of this article. Any such administrative review shall be commenced by filing a written request for a hearing with the clerk of the board of supervisors within 15 calendar days after the date that said notice or citation was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the enforcing officer contained in the notice and/or citation shall become final and conclusive on the 16th day following service of the notice and/or citation.
- (1) Upon timely receipt of a written request for hearing which complies with the requirements of this section, the clerk of the board of supervisors shall set a hearing date not less than 15 days nor more than 60 days from the date the request for hearing was filed. The clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice

and/or citation was served, and to the enforcing officer.

- (2) Any hearing conducted pursuant to this article need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The board of supervisors has discretion to exclude evidence if it is irrelevant or if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
 - (3) The board of supervisors may continue the administrative hearing.
 - (4) A quorum of board of supervisors shall consider the matter de novo, and may affirm, reverse, or modify the determinations contained in the abatement notice and/or administrative citation. The board of supervisors shall issue a written decision in the form of a resolution, which shall include findings relating to the existence or nonexistence of the alleged nuisance, as well as findings concerning the propriety and means of abatement of the conditions set forth in the notice and/or citation. Such decision shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice and/or citation was served, and the enforcing officer.
 - (5) The decision of the board of supervisors shall be final and conclusive.
- (d) *Liability for costs.* In any enforcement action brought pursuant to this article, whether by administrative proceedings, judicial proceedings, or summary abatement, each person who causes, permits, suffers, or maintains the nuisance to exist shall be liable for all costs incurred by the county, including, but not limited to, administrative costs, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this article, whether those costs are incurred prior to, during, or following enactment of this article. In any action by the enforcing officer to abate the nuisance under this article, whether by administrative proceedings, judicial proceedings, or summary abatement, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorney's fees under this subdivision shall be limited to those actions or proceedings in which the county elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorney's fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the county in the action or proceeding.
- (e) *Enforcement.* Whenever the enforcing officer becomes aware that an owner or occupant has failed to abate anything declared herein to be a nuisance within 15 days of the date of service of the abatement notice or citation unless timely appealed, or of the date of the decision of the board of supervisors requiring such abatement, the enforcing officer may take one or more of the following actions:
- (1) Enter upon the property and abate the nuisance by county personnel, or by private contractor under the direction of the enforcing officer. The enforcing officer may apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of undertaking the work, if necessary. If any part of the work is to be accomplished by private contract, that contract shall be submitted to and approved by the board of supervisors prior to commencement of work. Nothing herein shall be construed to require that any private contract under this article be awarded through competitive bidding procedures where such procedures are not required by the general laws of the State of California; and/or
 - (2) Request that the county counsel commence a civil action to redress, enjoin, and abate the public nuisance; and/or
 - (3) Continue issuing administrative fines each and every day that the nuisance remains in violation of this article.
- (f) *Accounting.* The enforcing officer shall keep an account of the cost of every abatement carried out

and shall render a report in writing, itemized by parcel, to the board of supervisors showing the cost of abatement and the administrative costs for each parcel.

- (1) *Notice of hearing on accounting; waiver by payment.* Upon receipt of the account of the enforcing officer, the clerk of the board of supervisors shall deposit a copy of the account pertaining to the property of each owner in the mail addressed to the owner and include therewith a notice informing the owner that, he or she has the right to appeal the accounting to the board by filing a written request for appeal hearing with the clerk of the board of supervisors within ten calendar days of the date of service of the accounting according to subdivision (b) above. The determination of the enforcing officer on the accounting shall be final unless a timely appeal to the board is requested. Failure to timely appeal the accounting determination of the enforcing officer is a failure to exhaust administrative remedies. Unless otherwise expressly stated by the owner, payment of the cost of abatement and the cost of administration shall be deemed a waiver of the right to appeal the accounting and an admission that said accounting is accurate and reasonable.
- (2) *Hearing on accounting.*
 - a. The board of supervisors shall meet to review the report of the enforcing officer after receiving a written request for appeal. An owner may appear at said time and be heard on the questions whether the accounting, so far as it pertains to the cost of abating a nuisance upon the land of the owner is accurate and the amounts reported reasonable. The cost of administration shall also be reviewed.
 - b. The report of the enforcing officer shall be admitted into evidence and shall be prima facie evidence of the cost reported therein. The owner shall bear the burden of proving that the accounting is not accurate and reasonable.
 - c. The board of supervisors shall also determine whether or not the owner had actual knowledge of the nuisance or could have acquired such knowledge through the exercise of reasonable diligence. If it is determined at the hearing that the owner did not have actual knowledge of the nuisance, and could not have acquired such knowledge through the exercise of reasonable diligence, costs for the abatement shall not be assessed against such parcel or otherwise attempted to be collected from the owner of such parcel.
 - d. The board of supervisors shall make such modifications in the accounting as it deems necessary and thereafter shall confirm the report by resolution.
- (g) *Special assessment and lien.* The board of supervisors may order that the cost of abating nuisances pursuant to this article and the administrative costs as confirmed by the board be placed upon the county tax roll by the county auditor as special assessments against the respective parcels of land, or placed on the unsecured roll, pursuant to Government Code Section 25845; provided, however, that the cost of abatement and the cost of administration as finally determined shall not be placed on the tax roll if paid in full prior to entry of said costs on the tax roll. The board of supervisors may also cause notices of abatement lien to be recorded against the respective parcels of real property pursuant to Government Code Section 25845.
- (h) *Enforcement by civil action.* As an alternative to the procedures set forth above, the county may abate the violation of this article by the prosecution of a civil action through the office of the county counsel, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this article or requiring compliance with other terms.
- (i) *Summary abatement.* Notwithstanding any other provision of this article, when anything declared in this article to be a nuisance constitutes an immediate threat to public health or safety, and when the procedures set forth above would not result in abatement of that nuisance within a short enough time period to avoid that threat, the enforcing officer may direct any officer or employee of the county to summarily abate the nuisance. The enforcing officer shall make reasonable efforts to notify the persons identified, but the formal notice and hearing procedures set forth in this article shall not apply. The county may nevertheless recover its costs for abating that nuisance in the manner set forth above.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-58. - Severability.

If any section, subdivision, sentence, clause, phrase, term, or other portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct, and independent provision, and that holding shall not affect the validity of the remaining portion of this article.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-59. - Reserved.

DIVISION 2. - MEDICAL MARIJUANA

Sec. 14-60. - Exception to criminal liability for medical marijuana.

- (a) This section contains exceptions to criminal liability for violations of this article. The restrictions contained herein apply to the maximum extent allowed under state law. Nothing contained herein shall be deemed to permit anything otherwise declared by this article to be a nuisance, so that cultivation, use, or possession of marijuana may still constitute a nuisance within the unincorporated area of Kings County, even if done in conformance with this section.
- (b) Cultivation of marijuana for personal medicinal use by a qualified patient or his or her primary caregiver is exempt from criminal liability under section 14-51, provided that such cultivation occurs only within a secured, locked and fully enclosed structure on the patient or primary caregiver's personal residence as allowed by and consistent with California Health and Safety Code Section 11362.5 et seq. Notwithstanding the provisions of California Health and Safety Code Section 11362.777, subdivision (g), although the cultivation area should not exceed 100 square feet, a qualified patient or primary caregiver may cultivate no more marijuana than is necessary to meet the patient's medical needs, so that a smaller area restriction may apply. There shall be a rebuttable presumption that a patient requires less than six mature or 12 immature marijuana plants for medical purposes, pursuant to Health and Safety Code Section 11362.77, subdivision (a). For reference purposes only, it is noted that a single marijuana plant can produce up to one pound of marijuana, which is enough to produce approximately 800 marijuana cigarettes, and a single dose of marijuana can affect cognitive functioning for as long as three hours or more, so that six plants can produce enough marijuana to keep an individual continuously intoxicated during waking hours for up to three years. As used herein, the term "locked and fully enclosed structure," means a structure that is locked and reasonably secure from intruders from all sides, including from the top, and that is designed in such a manner so that the contents of the structure are not visible from outside the property whereupon cultivation is occurring.
- (c) Consistent with California Health and Safety Code Section 11362.5 et seq., use and possession of marijuana by a qualified patient, and possession by a primary caregiver, is exempt from criminal liability under section 14-51 if all of the following circumstances are true:
 - (1) The use or possession occurs only in the qualified patient's private residence or otherwise on private property with the permission of the person legally in possession thereof, provided that possession by a primary caregiver of a medically appropriate amount of marijuana solely for delivery directly to a qualified patient for personal medical use, and done in a manner that otherwise satisfies the requirements and purposes of this subdivision, also falls within the exception to criminal liability provided for herein.
 - (2) The use or possession is for personal, medical use only. The qualified patient may not engage in use that is primarily social or recreational, and may not use or possess more marijuana than is necessary to meet his or her medical needs. Neither may the qualified patient share, donate, transfer, or otherwise provide marijuana to any other person. It shall be presumed that the gathering of a qualified patient to use or possess marijuana at the same time and location as

another individual who is using, possessing, or under the influence of marijuana, or who intends imminently to use, possess, or be under the influence of marijuana, is primarily for social or recreational purposes. This presumption may be rebutted by clear and convincing evidence to the contrary.

- (3) The use or possession does not threaten the health, safety, or welfare of any other individual, and in particular poses no risk of child endangerment.
- (d) An individual purporting to be a qualified patient or primary caregiver who seeks to rely on any exception to criminal liability provided for herein shall have the burden of establishing the exception. Although no single factor shall be dispositive, relevant evidence may include the following: an explanation of the individual's activities that is credible in view of all surrounding circumstances; possession of an identification card issued pursuant to the Medical Marijuana Program, enacted at California Health and Safety Code Section 11362.7 et seq.; a copy of a doctor's recommendation; and, in the case of a primary caregiver, a written note from a qualified patient confirming the caregiver's status.
- (e) A determination by a court of competent jurisdiction that the exceptions to criminal liability provided for in subdivisions (b) and (c) of this section are drawn too narrowly to comport with state law shall not be construed to impair the ability of the county to enforce this section in its entirety under the county's land use and nuisance abatement authority. Pursuant to California Penal Code Section 373a, failure to abate upon proper notice anything declared herein to be a nuisance is a misdemeanor.

(Ord. No. 677, § 2, 10-4-16)

Sec. 14-61. - Findings and purpose.

- (a) In 1996, the voters of the State of California approved the Compassionate Use Act (CUA), which is codified in Health and Safety Code Section 11362.5.
- (b) The intent of the CUA was to ensure that seriously ill Californians who are in need of marijuana for medical purposes are not subject to criminal prosecution. The CUA further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes."
- (c) In 2004, the legislature enacted the "Medical Marijuana Program" (MMP), which is codified in Health and Safety Code Section 11362.7 et seq., to clarify the scope of the CUA, facilitate the prompt identification of qualified patients and primary caregivers, avoid unnecessary arrest and prosecution of these individuals, provide needed guidance to law enforcement officers, promote uniform and consistent application of the CUA, and enhance access of patients and caregivers to medical marijuana through collective, cooperative cultivation projects.
- (d) Health and Safety Code Section 11362.83 expressly allows cities and counties to adopt and enforce ordinances that are consistent with the MMP. Section 11362.83 was amended by Assembly Bill 1300 (approved by the governor on August 31, 2011) to specifically allow cities and counties to adopt and enforce ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective, as well as the civil and criminal enforcement of such an ordinance.
- (e) The Federal Controlled Substance Act (CSA), 21 U.S.C. § 801 et seq., classifies marijuana (spelled "marihuana" in the Act) as a Schedule I drug meaning that it has a high potential for abuse, that it has no currently accepted medical use for treatment in the United States, and that it has not been accepted as safe for use under medical supervision; and therefore it is unlawful to cultivate, manufacture, distribute, dispense, or possess marijuana.
- (f) The CUA and the MMP primarily address the criminal law, providing qualified patients and primary caregivers with limited immunity from state criminal prosecution under certain identified statutes. Courts repeatedly have upheld the power of local communities to use their land use authority to regulate or ban activities or land uses involving medical marijuana.
- (g) In 2015, the legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA), which

amended the MMP and added provisions to the Business and Professions Code, codified at Section 19300 et seq. to: (1) require licensure for commercial cannabis activities, and (2) to phase out the use of cooperatives and collectives as a means to cultivate and distribute medical marijuana to patients. The MMRSA includes numerous protections that preserve traditional local land use authority, including protections found at California Health and Safety Code Section 11362.777, and California Business and Professions Code Sections 19315, 19316, 19320, 19322, 19330, and 19340.

- (h) Although California Health and Safety Code Section 11362.777, subdivision (a), enacted as part of the MMRSA, declares marijuana to be an agricultural product, the language is clear that this designation is solely for purposes of that statute. Additionally, California Business and Professions Code Section 19300.5, subdivision (s), is clear that "edible cannabis product[s]" are neither food nor medicine. The Kings County Development Code defines "agriculture" at section 401 of the code to include only "legal practices for the cultivation and tillage of the soil." (See also Kings County Development Code, sections 107.C, F, 113.A.7 [forbidding illegal land uses]; Kings County Ordinance Code, section 14-38(b) [declaring that a "lawfully established" agricultural practice is not a nuisance].) Because cultivation of marijuana is currently illegal under the CSA, marijuana is not an "agricultural product" for purposes of this Code or the Kings County Development Code. In light of these circumstances, together with the fact that nearly all of Kings County's groundwater basins are critically overdrafted, and locally available ground and surface water resources are needed for the production of food and fiber cultivated consistently with federal, state, and local law, the use of local water resources for the cultivation of marijuana is not a reasonable and beneficial use of those resources.
- (i) Several neighboring communities have documented through law enforcement and media reports serious, adverse impacts associated with the cultivation, distribution and use of medical marijuana including increased crime, burglaries, robberies, violence, illegal sales and use of marijuana, and other negative secondary effects such as smoking marijuana in public areas, odor complaints and adverse impacts on businesses, all of which the County of Kings could reasonably anticipate experiencing as a result of any commercial cannabis activity. The issues surrounding the cultivation, distribution and use of medical marijuana are documented in the California Police Chiefs Association's Task Force on Marijuana Dispensaries "White Paper on Marijuana Dispensaries" (2009), the United States Department of Justice "The DEA Position on Marijuana" (2011), and the White House Office of National Drug Control Policy. The regulations in this division seek to protect the health, safety and welfare of the residents of Kings County while still providing reasonable accommodation for the cultivation, distribution and use of medicinal marijuana within the unincorporated territories of Kings County in accordance with state law.
- (j) Kings County has received numerous complaints from the general public regarding the cultivation, use and distribution of marijuana within the county including concerns for personal safety and inhalation of second hand marijuana smoke. Kings County, as well as neighboring counties of Fresno and Tulare, have each experienced homicides and home invasions related to the cultivation or dispensing of marijuana.
- (k) Allowing commercial cannabis activities poses a threat to the public health, safety and welfare of the residents of Kings County. Adopting the regulations contained in this division are necessary and appropriate to maintain and protect the public health, safety and welfare of the residents of Kings County, and by adopting the regulations contained in this division, the board anticipates a significant reduction in the aforementioned harms threatened by the unregulated cultivation, distribution and consumption of marijuana in the unincorporated areas of Kings County.
- (l) The county recognizes the law enforcement dilemma created due to the conflict between the CSA and the state CUA, MMP, and MMRSA, and that federal courts have determined that, despite the CUA, MMP, and MMRSA, marijuana has no accepted medical uses and therefore the federal government may enforce the CSA. (*Gonzales v. Raich* (2005) 545 U.S. 1.) While the county in no manner intends or undertakes by adoption of this division to enforce federal law, the county is concerned about interfering with federal law enforcement efforts.
- (m) Pursuant to 18 U.S.C. § 2(a), it is a federal crime to aid, abet, counsel, command, induce, or procure the commission of a violation of federal criminal law. The board of supervisors therefore finds that it

is not in the public interest for the County of Kings to facilitate commercial cannabis activities in violation of federal law through a regulatory scheme that expressly permits and licenses such activities.

- (n) Nothing in this division shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to cultivation, distribution, or consumption of marijuana that is otherwise illegal under state or federal law. No provision of this division shall be deemed a defense or immunity to any action brought against any person by the Kings County District Attorney, the California Attorney General, or the United States of America.

(Ord. No. 677, § 2, 10-4-16)

Secs. 14-62—14-74. - Reserved.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister / Dominic Tyburski

SUBJECT: 18TH & JERSEY AVENUES OVERLAY PROJECT

SUMMARY:

Overview:

The County Public Works Department applied for Traffic Congestion Relief Program (TCRP) funding in January of 2001 to construct the Asphalt Concrete (AC) overlay on 18th & Jersey Avenues. County staff proceeded with design and Right of Way acquisition utilizing County Road Funds in anticipation of the TCRP funding. Although the project was approved to receive TCRP funds, during this time period the TCRP fund balance was depleted and the project placed on hold. Funds were recently made available on a one time basis to close out those previously approved unfunded projects.

Recommendation:

Approve the Plans and Specifications and authorize the Public Works Department to advertise the 18th & Jersey Avenues Overlay project.

Fiscal Impact:

The project is programmed through the State of California TCRP. The reimbursement rate for this project is 100% with \$1,500,000 allocated which equates to the estimated construction cost. Any unforeseen costs or change orders will be paid by the County Road Fund as shown in the approved FY 2017/18 budget.

BACKGROUND:

The project's scope consists of placing an AC overlay on Jersey Avenue from 750' west of 18th Avenue to 1,400' east of 17th Avenue; placing an AC overlay on 18th Avenue from 2,640' north of Jersey Avenue to 250' south of Jersey Avenue; provide a two-way left turn lane (TWLTL) on 18th Avenue from Jersey Avenue to 650' north of the Central Union School District facility; and overlay 17th Avenue 600' north and 200' south of Jersey Avenue. Restripe Jersey Avenue with existing east bound, west bound and TWLTL configuration. Pavement

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

18TH & JERSEY AVENUES OVERLAY PROJECT

January 30, 2018

Page 2 of 2

width on Jersey Avenue will accommodate additional lanes of travel for future use when the traffic volume increases sufficiently, at which time County road crews will reconfigure and restripe the roadway with four travel lanes.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: REPORT OF PRISON INMATE WELFARE FUND FOR FISCAL YEAR 2016-2017

SUMMARY:

Overview:

The Kings County Sheriff's Office is presenting the Prison Inmate Welfare Fund (PIWF) report of revenue and expenditures for Fiscal Year 2016-2017.

Recommendation:
Information only.

Fiscal Impact:
None

BACKGROUND:

The California Penal Code Section 4025 provides for the administration of a Prison Inmate Welfare Fund (PIWF) and requires an annual itemized report of expenditures to the Board of Supervisors regarding expenditures, a summary of activities, and various educational programs. Detailed in the report are the sources of revenue and the expenses for the PIWF for Fiscal Year 2016-2017.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



OFFICE OF
SHERIFF
COUNTY OF KINGS

MEMORANDUM

TO: Dave Robinson, Sheriff

FROM: Cassandra Bakker, Fiscal Analyst

DATE: 11/9/2017

SUBJECT: Prison Inmate Welfare Fund (PIWF) 0060 Report of Revenue & Expenditures for Fiscal Year 2016-2017

The California Penal Code Section 4025 provides for the administration of a Prison Inmate Welfare Fund (PIWF) and requires an annual itemized report of expenditures to the Board of Supervisors regarding expenditures, a summary of activities, and various educational programs. Detailed in this report are the sources of revenue and the expenses for the PIWF fiscal year 2016-2017.

The beginning revenue balance for the PIWF is \$552,702.62. Revenues of \$287,581.41 were received during the 2016-2017 fiscal year, with the largest source of revenue from inmate telephone time sales by Inmate Calling Solutions (ICS). The expenses for the fiscal year 2016-2017 totaled \$299,100.33, which leaves a remaining balance of \$541,183.70 in the fund.

REVENUES

The revenues for the PIWF come from the following sources: interest, rents and concessions, and other revenue. Interest is accrued quarterly and applied to the fund. Inmate telephone time sales from Inmate Calling Solutions (ICS) is reflected in the revenue line of rents and concessions. Other revenue comes from commissary sales at both facilities; the Main Jail and the Branch Jail.

EXPENSES

The expenses for PIWF are specifically for the benefit, education, recreation, and/or welfare of the inmates as required by Penal Code Section 4025. The expenses for fiscal year 2016-2017 for the PIWF are categorized as:

- Salaries and Benefits
 - One full-time equivalent (F.T.E.) Detentions Technician is assigned to Inmate Commissary and is fully responsible for collecting and reconciling commissary accounts, tabulating the list of diabetic and vegan inmates for commissary, verifying the availability of funds for inmates receiving welfare, and verifying booking packets against the Jail's Spillman database for accuracy. The Detentions Technician also submits all claims for payment to vendors such as Canteen of Fresno, Touch Legal, or Bob Barker and orders all recreational equipment for the inmates.
 - One Technical Reserve Chaplain serves the inmates with spiritual guidance approximately 29 hours/week and 119 hours/month.
- Communication Expenses
 - These expenses include the Dish Network service which is the inmates television provider and the mobile device service from At&T Mobility for the Jail's Chaplain.
- Legal/Law Library Expenses
 - These expenses are incurred to maintain the inmate's law library. Services include software and online legal document access through the vendors: Touch Legal, Thomas West, and Matthew Bender & Associates.
- Recreational Expenses
 - These expenses are for recreational equipment for the inmates use in the dayroom areas of both facilities, Main Jail and Branch Jail. Bob Barker is the main vendor for recreational equipment which include: basketballs, board games, card games, handball, and ping pong paddles and balls.
- Educational Services
 - Hanford Joint Union School District provides the education services offered in the PIWF educational program. A portion of these expenses are reimbursed annually.
- Miscellaneous Expenses
 - These expenses include postage from the United States Postal Service, transportation passes, and school supplies from vendors such as Wal-Mart, Staples, or Big Lots. Miscellaneous expenses also includes commissary related items, religious materials/books, haircuts and local newspapers.

PRISON INMATE WELFARE PROGRAMS

The goal of the Prison Inmate Welfare Fund programs is to offer accessible options for inmates wanting to change their thinking and behavior and provide them with opportunities to restructure and redirect their lives. At the current facility, there is very limited space in which to run programs, which severely limits the scope of available programs. The current programs include educational, vocational, and spiritual programs. This lack of programming space is scheduled to be addressed in Phase III of the Jail Expansion Project and will result in increased space in which to provide more varied programs. Each week PIWF programs provide approximately 60-70 hours of program opportunities.

- Education program: Hanford Joint Union School District's Adult School provides General Education Development (GED) at the main jail. This program is offered in a classroom setting and independent study. The classroom sessions are Tuesday and Thursday from 7:00 PM to 8:30 PM at the main jail only. Independent study materials are distributed and collected weekly at both the main jail and branch jail.
- Vocational programs: These programs allow inmates to develop occupational skills for future employment. Inmate workers are assigned various duties and perform jobs that include landscaping, painting, auto-detailing, care and welfare of animals, and minor repair work in County departments such as Animal Services, the Sheriff's Office, the Parks Department, or Public Works.
- Spiritual program: The Chaplain provides up to 29 hours per week of direct service to minister to the needs of the inmates. The Chaplain is also on-call for emergency services such as notifying inmates of family related emergencies.

REVENUE FY 16-17	Interest	Rents & Concessions	Other Revenue	Combined Revenue
Beginning Balance				\$552,702.62
July	\$0.00	\$15,558.45	\$10,922.59	\$26,481.04
August	\$0.00	\$11,268.65	\$10,720.86	\$21,989.51
September	\$0.00	\$6,408.35	\$8,781.59	\$16,298.15
October	\$1,108.21	\$5,124.67	\$101,261.01	\$106,385.68
November	\$0.00	\$4,501.66	\$8,021.67	\$12,523.33
December	\$0.00	\$4,450.13	\$8,933.21	\$14,820.74
January	\$1,437.40	\$4,920.39	\$8,334.51	\$13,254.90
February	\$0.00	\$5,100.27	\$6,440.00	\$11,540.27
March	\$0.00	\$4,842.60	\$11,039.72	\$17,554.86
April	\$1,672.54	\$4,179.75	\$8,245.65	\$12,425.40
May	\$0.00	\$6,884.21	\$10,785.69	\$17,669.90
June	\$1,789.21	\$6,694.79	\$8,153.63	\$16,637.63
FY 16-17 Revenues	\$6,007.36	\$79,933.92	\$201,640.13	\$287,581.41

FY 16-17 Expenses	Salaries & Benefits	Communications	Legal/Law Library	Recreational	Educational	Miscellaneous
July	\$0.00	\$8.19	\$1,155.50	\$2,261.00	\$41,619.37	\$419.37
August	\$20,314.95	\$226.08	\$22,618.10	\$3,310.00	\$49,933.90	\$0.00
September	\$10,528.84	\$0.00	\$1,139.50	\$725.13	\$0.00	\$2,006.52
October	\$12,437.95	\$14.83	\$1,139.50	\$5,487.03	\$0.00	\$379.10
November	\$7,966.27	\$7.57	\$1,139.50	\$1,876.80	\$0.00	\$539.10
December	\$5,438.11	\$157.40	\$1,270.04	\$460.00	\$0.00	\$31.47
January	\$7,619.91	\$1,547.05	\$1,161.50	\$1,964.00	\$0.00	\$0.00
February	\$7,273.55	\$8.40	\$1,139.50	\$580.00	\$0.00	\$1,314.13
March	\$20,781.60	\$3,738.72	\$1,569.52	\$3,570.00	\$0.00	\$1,977.39
April	\$6,100.31	\$436.40	\$1,139.50	\$560.00	\$0.00	\$320.99
May	\$14,200.75	\$12.14	\$1,160.50	\$3,283.50	\$0.00	\$0.00
June	\$16,598.73	\$10.27	\$1,139.50	\$5,056.05	\$0.00	\$225.30
Subtotals	\$129,260.97	\$6,167.05	\$35,772.16	\$29,133.51	\$91,553.27	\$7,213.37

FY 16-17 Expenses \$299,100.33

FY 16-17 Ending Balance \$541,183.70



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: CHANGE ORDER WITH MOTOROLA SOLUTIONS, INC. FOR THE
SIMULCAST RADIO COMMUNICATIONS SYSTEM FOR PUBLIC SAFETY

SUMMARY:

Overview:

On June 13, 2017, this Board approved agreement number 17-049, with Motorola Solutions, Inc. for the purchase and installation of a Simulcast system for the Kings County Sheriff's Office and Kings County Fire Department. Due to necessary design changes, the County and Motorola have agreed to Change Order No. 1, which will result in a credit to the County.

Recommendation:

1. Approve Change Order No. 1 to with Motorola Solutions Incorporated for the Simulcast Project; and
2. Authorize Commander Kris Zuniga to sign Change Order No. 1 and retroactively approve his signature of the same as dated December 13, 2017; and
3. Authorize the Public Works Director to sign any future decrease change orders for the Simulcast Project.

Fiscal Impact:

The Sheriff's Office, Fire Department, and General Fund Contingencies funded this project. The simulcast project is budgeted in Fiscal Year 2017/2018 in the Capital Outlay Budget Unit 700000, Account 82440532. The total project cost was \$1,703,850. Through efficiencies of the project there was a credit generated. The new change order credits the County with an amount of \$83,304. The savings from the change order will be used for additional items needed for the simulcast project.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CHANGE ORDER WITH MOTOROLA SOLUTIONS, INC. FOR THE SIMULCAST RADIO COMMUNICATIONS SYSTEM FOR PUBLIC SAFETY

Page 2 of 2

BACKGROUND:

On June 13, 2017, your Board approved an agreement with Motorola Solutions, Inc. for a Simulcast system to upgrade and replace the radio and dispatch system currently used by the Kings County Sheriff's Office and the Fire Department. Since then, County staff and Motorola have determined that changes to the original design were necessary to optimize the efficiency of the Simulcast system. Those changes have been documented in Change Order No. 1 and resulted in an \$83,034 credit to the County. The credit amount will be used for necessary improvements to the County's facility on Flat Top Mountain, which will be the prime site for the Simulcast system. Additionally, the savings are also being used to provide modification to the in-building distributed antenna system in the Kings County Jail.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Administration –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 \$32,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR BIGBY VILLA APARTMENTS

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 Reliant-Valley, LP for the Bigby Villa Apartment project.

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 _____, 2018.

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 \$32,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR BIGBY VILLA APARTMENTS

January 30, 2018

Page 2 of 2

BACKGROUND:

Reliant – Valley, LP (the “Borrower”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$32,000,000 to finance the acquisition, rehabilitation, improvement and equipping of a 180-unit multifamily rental housing project located at 1329 E. Reverend Chester Riggins Avenue, Fresno, California, generally known as the Bigby Villa Apartments (the “Project”) and operated by FPI Management.

The Board has been asked to conduct the public hearing on January 30, 2018 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 Borrower. 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 Borrower 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 Borrower.

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 \$32,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF BIGBY VILLA APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO RESOLUTION NO. _____
/

WHEREAS, Reliant – Valley, LP (the “Borrower”) or a partnership created by Reliant Group Management (the “Developer”), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$32,000,000 (the “Bonds”) for the acquisition, rehabilitation, improvement and equipping of a 180-unit multifamily rental housing project located at 1329 E. Reverend Chester Riggins Avenue, Fresno, California, generally known as Bigby Villa Apartments (the “Project”) and operated by FPI Management.; and

WHEREAS, the Project is located within the City of Fresno; 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 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 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 _____, 2018, 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 _____, 2018.

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 January 30, 2018

SUBMITTED BY: Administration –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 \$20,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR THE GREENERY APARTMENTS

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 Reliant-Valley, LP for the Greenery Apartment project.

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 _____ 2018.

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 \$20,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR THE GREENERY APARTMENTS

January 30, 2018

Page 2 of 2

BACKGROUND:

Reliant – Valley, LP (the “Borrower”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$20,000,000 to finance the acquisition, rehabilitation, improvement and equipping of a 95-unit multifamily rental housing project located at 505 W. Cross Street in Woodland, California, generally known as The Greenery Apartments (the “Project”) and operated by FPI Management.

The Board has been asked to conduct the public hearing on January 30, 2018 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 Borrower. 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 Borrower 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 Borrower.

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 \$20,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF THE GREENERY APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO /

RESOLUTION NO. _____

WHEREAS, Reliant – Valley, LP (the “Borrower”) or a partnership created by Reliant Group Management (the “Developer”), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$20,000,000 (the “Bonds”) for the acquisition, rehabilitation, improvement and equipping of a 95-unit multifamily rental housing project located at 505 W. Cross Street, Woodland, California, generally known as The Greenery Apartments (the “Project”) and operated by FPI Management.; and

WHEREAS, the Project is located within the City of Woodland; 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 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 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 _____, 2018, 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 _____, 2018.

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 January 30, 2018

SUBMITTED BY: Administration –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 \$30,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR THE PLAZA SENIOR APARTMENTS

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 Reliant-Valley, LP for the Plaza Senior Apartments project.

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 _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$30,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR THE PLAZA SENIOR APARTMENTS

January 30, 2018

Page 2 of 2

BACKGROUND:

Reliant – Valley, LP (the “Borrower”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$30,000,000 to finance the acquisition, rehabilitation, improvement and equipping of a 161-unit multifamily rental housing project located at 555 North G Street in San Bernardino, California, generally known as The Plaza Senior Apartments (the “Project”) and operated by FPI Management.

The Board has been asked to conduct the public hearing on January 30, 2018 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 Borrower. 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 Borrower 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 Borrower.

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 \$30,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF THE PLAZA SENIOR APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO /

RESOLUTION NO. _____

WHEREAS, Reliant – Valley, LP (the “Borrower”) or a partnership created by Reliant Group Management (the “Developer”), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$30,000,000 (the “Bonds”) for the acquisition, rehabilitation, improvement and equipping of a 161-unit multifamily rental housing project located at 555 North G Street, San Bernardino, California, generally known as The Plaza Senior Apartments (the “Project”) and operated by FPI Management.; and

WHEREAS, the Project is located within the City of San Bernardino; 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 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 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 _____, 2018, 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 _____, 2018.

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 January 30, 2018

SUBMITTED BY: Administration –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 \$30,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR THE PLAZA SENIOR APARTMENTS

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 Reliant-Valley, LP for the Plaza Senior Apartments project.

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 _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$30,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR THE PLAZA SENIOR APARTMENTS

January 30, 2018

Page 2 of 2

BACKGROUND:

Reliant – Valley, LP (the “Borrower”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$30,000,000 to finance the acquisition, rehabilitation, improvement and equipping of a 161-unit multifamily rental housing project located at 555 North G Street in San Bernardino, California, generally known as The Plaza Senior Apartments (the “Project”) and operated by FPI Management.

The Board has been asked to conduct the public hearing on January 30, 2018 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 Borrower. 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 Borrower 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 Borrower.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 30, 2018

SUBMITTED BY: Administration –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 \$18,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR WESTGATE GARDENS APARTMENTS

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 Reliant-Valley, LP for the Westgate Gardens Apartments.

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 _____2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$18,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FOR WESTGATE GARDENS APARTMENTS

January 30, 2018

Page 2 of 2

BACKGROUND:

Reliant – Valley, LP (the “Borrower”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$18,000,000 to finance the acquisition, rehabilitation, improvement and equipping of a 100-unit multifamily rental housing project located at 830 E. Belgravia Avenue in Fresno, California, generally known as Westgate Gardens Apartments (the “Project”) and operated by FPI Management.

The Board has been asked to conduct the public hearing on January 30, 2018 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 Borrower. 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 Borrower 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 Borrower.

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 \$18,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF WESTGATE GARDENS APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO /

RESOLUTION NO. _____

WHEREAS, Reliant – Valley, LP (the “Borrower”) or a partnership created by Reliant Group Management (the “Developer”), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$18,000,000 (the “Bonds”) for the acquisition, rehabilitation, improvement and equipping of a 100-unit multifamily rental housing project located at 830 E. Belgravia Avenue, Fresno, California, generally known as Westgate Gardens Apartments (the “Project”) and operated by FPI Management.; and

WHEREAS, the Project is located within the City of Fresno; 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 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 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 _____, 2018, 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 _____, 2018.

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 January 30, 2018

SUBMITTED BY: Administration –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 \$50,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF MULTIFAMILY RENTAL HOUSING FOR ST. ANTON ECR APARTMENTS

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 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 St. Anton ECR, LP for the St. Anton ECR Apartments project.

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 _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$50,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF MULTIFAMILY RENTAL HOUSING FOR ST. ANTON ECR APARTMENTS

January 30, 2018

Page 2 of 2

BACKGROUND:

St. Anton ECR, LP (the “Borrower”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$50,000,000 to finance the acquisition, construction, improvement and equipping of a 108-unit multifamily rental housing project located at 1008 E. El Camino Real in Sunnyvale, California, generally known as St. Anton ECR Apartments (the “Project”) and operated by St. Anton Multifamily, Inc.

The Board has been asked to conduct the public hearing on January 30, 2018 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 Borrower. 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 Borrower 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 Borrower.

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 \$50,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF ST. ANTON ECR APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / _____ RESOLUTION NO. _____

WHEREAS, St. Anton ECR, LP (the “Borrower”) or a partnership created by St. Anton Communities, LLC (the “Developer”), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$50,000,000 (the “Bonds”) for the acquisition, construction, improvement and equipping of a 108-unit multifamily rental housing project located at 1008 E. El Camino Real, Sunnyvale, California, generally known as St. Anton ECR Apartments (the “Project”) and operated by St. Anton Multifamily, Inc.; and

WHEREAS, the Project is located within the City of Sunnyvale; 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 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 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 _____, 2018, 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 _____, 2018.

Clerk of said Board of Supervisors