



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 July 31, 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) Melanie Curtis, Deputy 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 – Bobby Guerra – Pentecostal Church of God
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.
- ADJOURN AS THE BOARD OF SUPERVISORS***
- III 9:05 AM** **CONVENE AS THE BOARD OF EQUALIZATION**
Consider accepting a Stipulation on Application for Changed Assessment No. 17-003 filed by Realty Income Properties 23, LLC.
- ADJOURN AS THE BOARD OF EQUALIZATION***
- RECONVENE AS THE BOARD OF SUPERVISORS***
- 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: July 24, 2018**
- B. Agriculture Department:**
Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's fruit and vegetable inspection program.
- C. Department of Child Support Services:**
1. Consider adopting a Resolution declaring August 2018 as Child Support Awareness Month in Kings County.
 2. Consider authorizing the Chairman to sign a service Agreement with Action Serv for legal process services.

CONSENT CALENDAR CONTINTUED AGENDA

D. Human Resources Department:

Consider approving the revised job specification for the Human Services Agency Program Specialist position with no change in salary.

E. Probation Department:

Consider authorizing the Chairman to sign an Agreement with Noble Software Group, LLC to maintain access to evidence based risk assessment tools and training services for Fiscal Year 2018-2019.

F. Administration

Consider denying the claim for damages filed by Rappor Lyon and direct County Counsel to advise the claimant of the action.

V

REGULAR AGENDA ITEMS

9:15 AM A. County Counsel – Colleen Carlson

Consider authorizing the Chairman to sign the Statement of Work with Ernst & Youth LLP for the 12 month audit period regarding the Kings County Water Supply Contract, ending June 20, 2019.

9:20 AM B. Public Works Department – Kevin McAlister/Dominic Tyburski

Consider authorizing the Chairman to sign the letter of support for the two Kettleman City Active Transportation Program Cycle 4 Grant Applications and authorizing the Public Works Director to apply for the two grants and sign all related documents.

9:25 AM C. Administration – Rebecca Campbell/Sande Huddleston

Consider authorizing the Chairman to sign the Agreement with Wellness for Life Medical CA, LLC for a three year term to provide on-site medical facility management and services for Kings County health plan employee participants, their dependents and participating retirees effective August 11, 2018 through July 31, 2021.

VI

STUDY SESSION

9:30AM D. Human Services Agency – Sanjay Bugay/Wendy Osikafo

Overview of the proposed vetting process for the appointment of members to the In-Home Supportive Services Public Authority Advisory Committee.

VII 9:35 AM E. Board Member Announcements or Reports

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

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

VIII 9:40 AM F. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission re Grade Separation Applications A1802018, A1802017 and A1805020 by California High Speed Rail Authority, and County of Kings' Protests thereto* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Director of Finance

IX **G. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, August 7, 2018, at 9:00 a.m.

X **11:00 AM** **H. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING CANCELLED**

<i>FUTURE MEETINGS AND EVENTS</i>		
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August 7	9:00 AM	Regular Meeting
August 14	9:00 AM	Regular Meeting
August 14	11:00 AM	California Public Finance Authority Regular Meeting
August 20	9:00 AM	Budget Hearings
August 21	9:00 AM	Regular Meeting
August 28	9:00 AM	Regular Meeting
August 28	11:00 AM	California Public Finance Authority Regular Meeting
August 28	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
August 28	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

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



COUNTY OF KINGS BOARD OF EQUALIZATION

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

AGENDA ITEM July 31, 2018

SUBMITTED BY: BOARD OF EQUALIZATION

SUBJECT: Application for Changed Assessment
Realty Income Properties 23, LLC
11995 El Camino Real
San Diego, CA 92130

RECOMMENDED ACTION: **Accept Stipulation on Applications for Changed Assessment No. 17-003**

DISCUSSION:

The Assessor sets forth the following facts upon which the requested change is premised:
The current assessed value is being corrected to reflect a reduction in the original base year value in Assessment Appeal 17-003.

Application No.	Parcel No.	Assessed Value	Corrected Value
Appl 17-003	011-060-041	\$7,056,982	\$5,350,000

BOARD ACTION

I hereby certify that the above order was passed
and adopted on _____, 2018.
Catherine Venturella, Clerk to the Board of Supervisors

By: _____, Deputy

Cc: Assessor
County Counsel
Applicant



Kings County Board of Supervisors

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Action Summary July 24, 2018

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

Chairman:	Richard Valle	(District 2)	Staff:	Kyria Martinez, Administrative Office Analyst
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 – Kings County Sheriff’s Office Chaplain

PLEDGE OF ALLEGIANCE

MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON,

RICHARD FAGUNDES

MEMBERS ABSENT: CRAIG PEDERSEN

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.

Paula Massey, Kings County resident and advocate for Valley Fever Awareness month in August and asked the Board if they are aware of any educational events being planned to bring information on this illness.

Tasha Hall, SEIU member and In-Home Supportive Services worker stated that a community rally will be held on July 27, 2018 at Mooney Grove Park in Visalia at 10:00 a.m.

Dave Robinson, Sheriff stated that Deputy Jerry Hunter was diagnosed with two brain tumors and information to help with costs associated with his recovery and for his wife to stay in Southern California with him.

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: July 16 & 17, 2018

B. Agriculture Department:

Consider authorizing the Chairman to sign the Memorandum of Understanding with the California Agricultural Commissioners and Sealers Association for the Fiscal Year 2018/2019 Pesticide Use Report Data Entry Program. [Agmt 18-071]

C. District Attorney:

Consider authorizing out of state travel for Martha Diaz and Beverly Rodriguez, Victim Witness Advocates, to attend the National Organization of Victim Assistance Training Conference in Jacksonville, Florida on August 19-24, 2018.

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

IV

REGULAR AGENDA ITEMS

B 4

A. District Attorney – Keith Fagundes

Consider authorizing the advanced step hire for applicant Mark Skinner for Deputy District Attorney II position at Salary Range 235.5, Step 5.

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

B 5

B. Public Works – Kevin McAlister/Dominic Tyburski

1. Consider authorizing the Chairman to sign the Notice of Completion for the 18th Avenue and Jersey Avenue Asphalt Concrete Overlay project to provide notice to interested parties that the work has been completed.

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

2. Consider approving the plans and specifications and authorizing the Public Works Department to advertise the Senate Bill-1 Funded Kings County Roadway Improvement project.

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

V B 6

C. 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 Fagundes stated that he attended the Kings Commission on Aging Council meeting on July 11, 2018 and attended the Kings Community Action Organization meeting on July 12, 2018.

Supervisor Neves stated that he attended the Lemoore Chamber of Commerce Mixer at Kelly Slater's Surf Ranch on July 17, 2018 and attended a CalViva meeting and a South Fork Ground Water workshop on July 19, 2018.

Supervisor Valle stated that he attended the press conference held by the Sheriff's Office and Assembly member Rudy Salas announcing the \$8.7 million dollar grant award for safety facilities in the City of Corcoran and for Kings County Sheriff.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Kyria Martinez, County Administrative Office Analyst stated that the Kings County Employee blood drive will be held on August 9, 2018 in the Administration building multipurpose room from 9:00 a.m. to 2:00 p.m.**
- ◆ Information on Future Agenda Items: **Kyria Martinez, County Administrative Office Analyst stated that the following items would be on a future agenda: Administration will bring the County vehicle policy update and an agreement with Wellness for Life for the Employee Health Center, Agriculture Department agreement with the Department of Food and Agriculture for inspection of fruit and vegetables, Fire Department contracts with the City of Avenal and the City of Corcoran and a response to the Grand Jury report on the Election Division of the Assessor/Clerk Recorders Office.**

VI B 6

D. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission re Grade Separation Applications A1802018, A1802017 and A1805020 by California High Speed Rail Authority, and County of Kings' Protests thereto* [Govt. Code Section 54956.9(d)(1)]
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- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Director of Finance
REPORT OUT: Kyria Martinez, County Administrative Office Analyst stated that the Board took no reportable action in closed session today.

VII

E. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, July 31, 2018, at 9:00 a.m.

VIII 1:30 PM

F. HOUSING AUTHORITY BOARD OF COMMISSIONERS- REGULAR MEETING

IX 2:00 PM

G. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY- REGULAR MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

July 31	9:00 AM	Regular Meeting
July 31	11:00 AM	California Public Finance Authority Regular Meeting
August 7	9:00 AM	Regular Meeting
August 14	9:00 AM	Regular Meeting
August 14	11:00 AM	California Public Finance Authority Regular Meeting
August 20	9:00 AM	Budget Hearings
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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 July 31, 2018

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE INSPECTION OF FRUITS AND VEGETABLES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the Department of Food and Agriculture, will perform inspection activities on fruits and vegetable packed for the market.

Recommendation:

Authorize the Chairman to sign the Agreement with the California Department of Food and Agriculture for the County's Fruit and Vegetable Inspection Program.

Fiscal Impact:

Revenues of \$27,000 for this program are included in the Proposed FY 2018/19 budget unit 260000, account 81512000 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner-Sealer, through cooperative agreement 18-0311-000-SA, will conduct inspections on fruits and vegetables in accordance with the standards set forth in the California Food and Agricultural Code and the California Code of Regulations. The term of this agreement is from July 1, 2018 through June 30, 2019.

The agreement has been reviewed and approved 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.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
18-0311-000-SA

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

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF KINGS

2. The Agreement Term is: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$26,999.97

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 | 3 Page(s) |
| Exhibit C: Payment and Budget Provisions | 1 Page |
| Attachments: Scope of Work and Budget | |

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)
COUNTY OF KINGS

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
680 N Campus Drive, Suite B, Hanford, CA 93230-5923

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 County will perform inspections to ensure enforcement of the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Group 4; and any State policies and procedures pertaining to fruits and vegetables.

Project Title: Standardization Inspections Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Jimmy Hook
Division/Branch:	INSPECTION SVCS DIV / INSPECTION AND COMPLIANCE	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Dr., Ste 100	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-5923
Phone:	916-900-5198	Phone:	559-852-2830
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agstaff@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	
Division/Branch:	INSPECTION SVCS DIV / INSPECTION AND COMPLIANCE	Organization:	
Address:	2800 Gateway Oaks Dr., Ste 100	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-900-5198	Phone:	
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	

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

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

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

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

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **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.

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. **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/Consultants 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 Contractors/Consultants 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.

10. **Non-Discrimination Clause**

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 or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient 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 *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.

11. 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.

12. Disputes

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

13. 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.

14. 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.

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. Suspension of Payments

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

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

17. Breach Provisions

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

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

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

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. 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 in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual.

22. Equipment

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual.

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a 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.

26. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If 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 foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- D. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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



(Rev. 2/2015)

SCOPE OF WORK

The County agrees to provide fruit and vegetable inspection services for the Standardization Program. These services are in addition to the normal inspection activities being performed by the County. The services provided under this agreement should be consistent with those outlined in the application (form STD 200), submitted by the County. Services to be invoiced under this Cooperative Agreement will commence no earlier than July 1, 2018.

The County shall perform inspection services at a cost not to exceed the approved agreement amount. Inspection hours and workdays should vary where appropriate and practical. The County shall provide necessary inspection supplies and equipment, with the exception of forms and supplies routinely provided by the State. Services rendered by the County include: hours of enforcement work, mileage, and travel time incurred. Services rendered by the county do not include normal travel time or mileage to and from home.

The County shall invoice the State for work performed under this agreement within 30 days after the end of each month in which services were provided. The invoice to be used by the County shall be the Standardization Program County Invoice (form 51-066), provided by the Department and must include at least the following information.

- Number of Premises Inspected
- Number of Lots Inspected per Commodity
- Number of Containers Inspected per Commodity
- Number of Noncompliance's Issued per Commodity
- Number of Containers Rejected per Commodity
- Reason for the Rejection
- Number of Disposal Orders Issued per Commodity
- Name and Number of Inspectors or Title
- Total Number of Hours Worked per Commodity
- Total Cost to Include Personnel, Mileage and Overhead
- Name and Signature of Authorized County Personnel Submitting Invoice

Refer to the instructions that accompany form 51-066 when preparing and submitting the monthly invoice.

Inspections shall be performed as outlined in the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Subchapter 4. The County shall follow established Standardization practices and procedures and any State policies and procedures.

The State shall perform evaluations of County inspections, including, but not limited to; on-site observations; assessment of inspection procedures and review of non-compliance's and other reports for accuracy and consistency.



FISCAL DISPLAY

County Kings
Cooperative Agreement # _____

All inspection work performed by permanent staff shall be at the minimum classification of an Agricultural Biologist. All inspection work performed by temporary staff shall be at the minimum classification of a Seasonal Agricultural Inspector. All supervisory hours listed shall be at the minimum classification of a Deputy Agricultural Commissioner. All hourly rates shown below are to include employee benefits. If more than one hourly rate is applicable in any category, an average rate may be shown.

PERSONNEL:				
# of Biologists:	Hours		Rate	Total
Regular	375	@	\$ 52.04 =	\$ 19,515.00
Overtime	0	@	\$ - =	\$ -
# of Seasonals	Hours		Rate	Total
Regular		@	\$ - =	\$ -
Overtime		@	\$ - =	\$ -
Supervision (if applicable)	Hours		Rate	Total
Regular	30	@	\$ 66.77 =	\$ 2,003.10
Total Personnel Services				\$ 21,518.10
TRANSPORTATION:				
Rental Rate:	\$ Per Mile		Per Month	
Total Rate:	\$ -	@	\$ - =	\$ -
Mileage:	Total Miles		\$ Per Mile	
Total Miles:	9,826	@	\$ 0.545 =	\$ 5,355.17
(Not to exceed \$0.545)				
EQUIPMENT & SUPPLIES:				
(please provide description)				\$ 126.70
Lab equipment, fruit knives/ sheaths, gloves.				
INDIRECT COSTS: Overhead for agreement administration				
(cannot exceed 25% of Personnel Services budget)				
(if not included above within hourly rates)				
COOPERATIVE AGREEMENT TOTAL:				\$ 26,999.97

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Hours, average rate, mileage, and other costs are projected. Actual amounts will be reflected in invoices submitted for payment and may not exceed the cooperative agreement total, unless, a budget amendment has been submitted and approved.

Note: please type only in shaded areas



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 31, 2018

SUBMITTED BY: Child Support Services – Barbi Brokhoff

SUBJECT: RESOLUTION ESTABLISHING AUGUST AS CHILD SUPPORT AWARENESS MONTH

SUMMARY:

Overview:

The annual observance of Child Support Awareness Month began in 1983 by Congress. Proclamation 6814, by President William J. Clinton in 1995, recognized the importance of child support programs and the professionals who operate them – ensuring children receive the necessary financial support to lead secure and healthy lives. Twenty-Three years later, child support professionals are still celebrating August as Child Support Awareness Month.

Recommendation:

Adopt a Resolution declaring August as Child Support Awareness Month in Kings County.

Fiscal Impact:

None.

BACKGROUND:

The slogan for Child Support Awareness Month 2018 is “They don’t need perfect. They just need you.” This year the California Department of Child Support Services will be sending Public Service Announcements in both English and Spanish to news and radio stations across the state. The Governor’s letter and Child Support Awareness Month press release was shared with the Hanford Sentinel. The Kings County Department of Child Support Services will also be hosting a night at the 2018 Thursday Night Market Place on August 9, 2018.

California Governor Edmond G Brown Jr. stated that, “The structure of a family can change over time, but the needs of children remain the same. Children do best when they have parents and other family members who remain committed to helping them grow and thrive.”

(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

RESOLUTION ESTABLISHING AUGUST AS CHILD SUPPORT AWARENESS MONTH

July 31, 2018

Page 2 of 2

California's child support program works with parents and guardians to ensure children and families receive court-ordered financial and medical support. Today's California's child support program is using new technology, expanding the ability of child support staff to assist child support customers. Working collaboratively with local child support agencies, the courts, county health and human services entities, employers and various state and federal agencies, the Department of Child Support Services is using technology to make it easier and faster to locate individuals and collect child support – reducing delays for families.

The staff of Kings County Department of Child Support Services requests that your Board adopt a Resolution declaring August as Child Support Awareness Month.

The Resolution has been reviewed and approved by County Counsel.

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

IN THE MATTER OF PROCLAIMING
AUGUST 2018 AS CHILD SUPPORT
AWARENESS MONTH IN KINGS COUNTY /

Resolution No. _____

WHEREAS, the annual observance of Child Support Awareness Month dates back to 1983, when Congress designated the month of August as National Child Support Awareness Month; and

WHEREAS, this year California Governor Jerry Brown issued a proclamation wherein he calls on parents to “take the time and effort to be an active, positive presence in their child’s life” and encourages all Californians during Child Support Awareness Month “to look to the future of our state – our children – and work together to create opportunities that ensure their success”; and

WHEREAS, children are a precious resource and become healthy, productive, and well-adjusted adults through the support and nurturing of their families; and

WHEREAS, the Child Support Services Department works with parents, whether they are paying or receiving child support, to ensure that children and families receive court-ordered financial and medical support; and

WHEREAS, the well-being of the children of Kings County is a deep concern; and

WHEREAS, enabling children to grow up in healthy environments where they receive the financial and emotional support they need from both parents is among the Department’s highest priorities; and

WHEREAS, in federal fiscal year 2017, \$14,883,724 in child support monies were collected and distributed by the Kings County Department of Child Support Services in furtherance of this priority; and

WHEREAS, the Board recognizes that unpaid child support contributes to poverty, public assistance, and tougher lives for children; and

WHEREAS, there is a need to increase public awareness of the positive effects that regular payment of child support has on the lives of so many children throughout Kings County through education, the media, and a variety of outreach efforts.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors proclaims the month of August 2018 to be Child Support Awareness Month.

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

Richard Valle, Chairman 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 July 31, 2018

SUBMITTED BY: Child Support Services – Barbi Brokhoff/Kim Eggert

SUBJECT: AGREEMENT BETWEEN KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND ACTION SERV

SUMMARY:

Overview:

The Kings County Department of Child Support Services is requesting to establish a service agreement with Action Serv. Action Serv will furnish the personnel and equipment necessary to provide process services for the Department of Child Support Services for those areas that are outside of Kings County.

Recommendation:

Authorize the Chairman to sign the service agreement with Action Serv for Legal Process Services.

Fiscal Impact:

The Department of Child Support Services is 100 percent funded by State (34%) and Federal (66%) government. As a result, there is no impact to the General Fund with this action. Expenses of \$20,000 are included in the Proposed FY 2018/19 budget unit 326000, account 82223120.

BACKGROUND:

The Kings County Department of Child Support Services employs its own process server for the area within Kings County. Action Serv will provide process services for locations outside of Kings County, upon request by this Department. On occasion, the Department may also retain their services for Kings County when our process server is unavailable.

The agreement between Kings County Department of Child Support Services and Action Serv is effective beginning June 25, 2018 and ending June 30, 2019. The agreement has been reviewed and approved by County Counsel and has gone through the mandatory request for proposal (RFP) process.

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.

AGREEMENT BETWEEN THE COUNTY
AND ACTION SERV FOR
SERVICE OF PROCESS SERVICES

THIS AGREEMENT is entered into this 16th day of August, 2018, by and between the County of Kings a political subdivision of the State of California, through its Child Support Services, hereinafter "County" and David Kilgore, Sr. dba Action Serv, hereinafter "Contractor."

RECITALS

Whereas, County needs Service of Process services; and

Whereas, Contractor is willing to provide those services on the terms and conditions set forth herein:

Therefore, the parties agree, as follows:

1. Term: This Agreement shall become effective on the date set forth above and shall terminate on June 30, 2019, unless terminated earlier as provided in this Agreement. This Agreement may be extended for up to three (3) one year periods by mutual written consent of the parties.
 2. Services: Contractor shall perform services as set forth in Exhibit A.
 3. Payment: County shall pay Contractor as set forth in Exhibit B.
 4. Independent Contractor: Contractor is, and shall be deemed at all times to be, an independent contractor and shall be wholly responsible for the manner, method, details and means of performing the services required by the terms of this Agreement. Contractor, and the officers, employees or agents of the Contractor, if any, are not officers, employees or agents of the County, and shall not be entitled to any rights or privileges of officers, employees or agents of the County. The County may not control, direct, or supervisor the officers, employees or agents of the Contractor, and the Contractor exclusively assumes the responsibility for the acts of its officers, employees and agents during the course and scope of their duties, as they relate to the services to be provided under this Agreement.
- Notwithstanding the above, County shall have the right to monitor and evaluate the performance of Contractor to assure compliance with this Agreement.
5. Compliance with Law: Contractor shall provide services in accordance with all applicable Federal, State, and local law, regulations and directives.
 6. 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. The parties agree that for venue purposes this Agreement is made in and shall be performed in Kings County, California.

7. Records and Audit: Contractor shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, Contractor shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Contractor shall make such records available to the Auditor of Kings County, his agents and representatives, for the purpose of auditing and/or copying such records for a period of four (4) years and four (4) months from the date of final payment under this Agreement.

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

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

9. Insurance: Prior to approval of this Agreement by County, Contractor shall file with County evidence of the required insurance as set forth in Exhibit C.

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

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

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.

11. Termination:

A. Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of 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:

1. be adjudged bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

In addition, County may terminate this Agreement based on:

6. material misrepresentation, either by Contractor or anyone acting on Contractor's behalf, or
7. other misconduct or circumstances which, in the sole discretion of the County either impair the ability of Contractor to competently provide the services under this Agreement, or expose the County to an unreasonable risk of liability.

C. Effects of Termination: Upon termination, County will pay to the Contractor compensation earned for services performed and not previously paid as of the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from Contractor of any and all documents prepared by Contractor by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination.

Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Termination shall not affect any rights of the County to recover damages against the Contractor.

12. Loss of Funding: It is understood and agreed by the parties that if the County's funding for this Agreement is either discontinued or reduced, the County shall have the right to terminate this Agreement on less than thirty (30) days notice.

13. Form DE-542: If Contractor is an individual, Contractor acknowledges that this Agreement is subject to filing obligation pursuant to Unemployment Insurance Code section 1088.8. Accordingly, County has an obligation to file a report with the Employment Development Department, which report will include Contractor's full name, social security number, address, the date this Agreement was executed, the total amount of this Agreement, this Agreement's expiration date or whether it is ongoing. Contractor agrees to cooperate with County to make such information available and to complete Form DE-542. Failure to provide the required information may, at County's option, prevent the approval of this Agreement or be the grounds for termination by County.

14. Notices: 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:

COUNTY:
Kings County Child Support Services
312 W. 7th St., Suite 201
Hanford, CA 93230

Mailing address:
P. O. Box 1289
Hanford, CA 93232

Tele: (559) 852-2467
Fax: (559) 582-0277

CONTRACTOR:
David Kilgore, Sr.
Dba Action Serv
549 W. Walnut Avenue
Visalia, CA 93291

Mailing address:
P. O. Box 7656
Visalia, CA 93291

Tele: (559) 741-0233
Fax: (559) 741-0239

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 section.

15. Assignment/Subcontracting: County is relying on the personal skill, expertise, training, and experience of Contractor and this Agreement may not be assigned or subcontracted by Contractor without the prior written consent of County.

16. 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 negotiations, the parties agree first 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 the parties, but in case of disagreement, the mediator shall be 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. If mediation fails to resolve the dispute within thirty (30) days after the mediation commences, either party may pursue litigation to resolve the dispute.

17. Further Assurances: Each party will execute any additional documents and perform any further acts that may be reasonably required to effectuate the purposes of this Agreement.

18. Construction: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

19. 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.

20. No Third-Party Beneficiaries: Unless specifically set forth, the parties to this

Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. Waivers: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered 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.

22. Exhibits and Recitals: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

23. 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 matter, only 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.

24. Amendment: Either party may propose changes to this Agreement. Changes which are mutually agreed upon by and between the County and the Contractor shall be incorporated in a written amendment to this Agreement executed by both parties.

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

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

26. Entire Agreement: This Agreement represents the entire agreement between Contractor and County as to its subject matter and no prior oral or written understanding shall be of any force or effect.

IN WITNESS WHEREOF, the Contractor and County have executed this Agreement as of the date first written above.


Dated: _____

COUNTY OF KINGS

Richard Valle, Chairman
Kings County Board of Supervisors

Dated: 7-24-2018

CONTRACTOR


David Kilgore, Sr.

Dated: 7/24/18

KINGS COUNTY DEPARTMENT OF CHILD
SUPPORT SERVICES


Barbi Brokhoff, Director

Dated: _____

APPROVED AS TO FORM
Colleen Carlson, County Counsel

By: _____
Juliana F Gmur, Assistant

**EXHIBIT A
SCOPE OF WORK**

Definitions:

County: Kings County Department of Child Support Services

Contractor: David Kilgore, Sr. dba Action Serv located at 549 W. Walnut Avenue, Visalia, CA 93291, mailing address: P.O. Box 7656, Visalia, CA 93291-7656

Days: All references to "days" in this contract are to calendar days unless otherwise expressly stated as business days. Moreover, while a County holiday is not considered a business day, it shall be considered a calendar day.

Service Package: One service package includes but is not limited to the following: Summons and Complaint, Proposed Judgment, Notices, Answer to Complaint, Income and Expense Declaration, Visitation Verification, Health Insurance Information Form, Child Support Handbook, and other documents as required.

Proof of Service: is a document prepared as evidence that declares under penalty of perjury the facts regarding service. In some circumstances, it may also require a Declaration Regarding Diligence to further support the facts regarding service.

Scope of Work:

Contractor shall provide Civil and Legal Process Service of documents including but not limited to those entitled: Summons and Complaint; Summons and Petition; Judgment, Order to Show Cause; Registration of Foreign Support Order; Subpoenas; Order for Appearance and Examination; Judgment; Order after Hearing; Income Withholding Orders, Notices of Hearings; etc.

Services shall meet all legal requirements for the service of process. The following code sections pertaining to County are relevant to this Agreement. Some are included for informational purposes only; and some are set forth requirements that must be adhered to by Contractor. This list is presented as a guide for Contractor and is not to be considered by Contractor as all-inclusive:

Family Code	17212
Penal Code	243, 470, 602.8(c)(3)
Business and Professions Code	22350-22360
Military and Veterans' Code	390
Code of Civil Procedure	262.2, 412.10-0417.40, 487.020, 680.330, 687.040, 687.050, 706.108, 708.120, 715.040, 1011, 1012, 1013, 1013a, 1015, 1016, 1073, 1096, 1985, 1985.3, 1985.6, 1985.7, 1986.5, 1987, 1987.5, 1988, 2020.010
Welfare and Institutions Code	903, 903.1, 903.45

Contractor shall perform service of process to all counties within Central California, including but not limited to, Kings, Tulare, Kern, and Fresno.

I. Contractor Requirements:

1. Contractor and its employees must be experienced, professional, registered, bonded and insured California (or local jurisdiction) and possess all valid licenses and insurance (s) required. Contractor shall maintain a file of required insurance, licenses and credentials for business entity and for all subject employees which is current at all times and accessible to County for inspection.
2. Contractor shall provide the minimum insurance requirements within three (3) days of formal request from Deputy Purchasing Agent, copies of business licenses, bond certificates and required insurance documents.
3. Contractor warrants that all persons employed to provide service under this Agreement have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Agreement.
4. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation or reference checks. *(Background investigations and reference checks shall be completed by Contractor at Contractor's expense. Background checks done as part of the process server licensing requirements will be acceptable.)*
5. Any Contractor employee or agent who drives a vehicle in performance of this Agreement shall have a valid California Driver's License for that vehicle class.
6. Contractor shall provide, at its own expense, all labor, materials, equipment, insurance coverage, vehicles, permits, and licenses (where applicable) to provide services specified at the prices quoted.
7. Contractor must secure confidentiality and integrity of all County's documents. None of the information contained within the documents provided to Contractor can be released except as necessary in the performance of Contractor's duties and as necessary to effect service.
8. In performance of this Agreement, Contractor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon Contractor to inform its officers and employees of the provisions of IRC Sections 7213 Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)-1. Additionally, it is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any

manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. Timely notification of an unauthorized disclosure of FTI is the most important factor. Contractor will immediately, but no later than within 24 hours, contact the Department of Child Support Services upon identification of a possible issue involving FTI. Contractor should not wait to conduct an internal investigation to determine if FTI was involved.

9. If child support information will be stored on a portable computing device such as a laptop or cell phone it needs to be encrypted. Further if child support information will be transmitted over a public network it needs to be encrypted. Encryption needs to be through a product that meets Federal Information Processing Standards (FIPS Publication 140-2) and that uses at a minimum a 128-bit randomly generated key, that uses an algorithm that meets or exceeds the current industry standard of Triple DES.
10. Contractor shall have the capability to communicate via e-mail and provide a toll-free number for County's day-to-day operations communication with Contractor.
11. Contractor shall act in accordance with and produce documents which comply with all Rules of Court for the jurisdiction relevant to document service.
12. Contractor is required to establish a Child Support Enforcement (CSE) compliant computer system readily available at time of submittal of proposal suitable to provide data transfers pursuant to protocol established between County and Contractor (Electronic Data Interface).
13. In the event of a change of law that reduces the time permitted for service of process, Contractor agrees to serve documents as required under the new law.
14. All subcontractors working under this Agreement for Contractor shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the subcontractor's acts and acts of omissions.
15. Services that do not meet the agreed upon time frames and due diligence requirements as set forth herein will be penalized 20% reduction in fee for compensation. The only exception to this provision is in the event that a Proof of Service that was provided outside of the time frames is nevertheless filed by the County with the court and deemed sufficient by the County for the relevant legal proceedings.

II. Service Package and Other Service Document Pickup

1. Contractor shall pick up Service Packages and other documents for service, in person or through electronic interface. The interface will include a Service Instruction sheet from County. In the event documents need to be physically picked up from County, an email will be sent by County to Contractor and Contractor will pick documents up at 312 W. 7th Street, Suite 201 Hanford; California within two (2) business days from the date the email is sent unless another date is mutually agreed upon by County and Contractor.
2. Documents picked up from County must be picked up and transported in a locked container *at all times*, to protect them from disclosure without an authorized purpose.
3. Contractor shall provide County with confirmation of the documents received daily by updating their real time database not later than 24 hours after documents were either picked up from the County office or electronically submitted for receipt. For purposes of this Agreement, documents are considered received by Contractor on the date they are picked up from County or on the date they are electronically submitted by County.

4. Contractor shall not pick up or deliver Service Packages or other documents to County on County recognized holidays. This does not preclude Contractor from servicing process on these holidays. Contractor will be provided with a list of County holidays.
5. Contractor may on occasion be required to make copies of documents.
6. Arrangements for special time frames or special handling of individual cases will be coordinated by County's Child Support Office Supervisor or Program Manager and Contractor's Project Manager.

III. Attempts to Serve Process

A. General Provisions

1. Contractor shall maximize successful process service, including attempts at different times of day or night and different days of the week. Attempted services shall be performed in a manner that, if described by others, could not be considered harassment. A residence and/or business address could be provided by the County, attempts shall be made by Contractor to those addresses provided. Once documents are successfully served at either residence and/or business, attempts should not be made at the other address.
2. Service shall consist of personal service (i.e. delivery by hand to named person(s)) or substitute service.
3. Some documents may require personal service. For those documents, substitute service will not be acceptable. Where substitute service is authorized, Contractor shall comply with reasonable diligence requirements as dictated by California Code of Civil Procedure (CCP) 415.20 before proceeding with substitute service. For every substitute service, Contractor shall comply with all formal requirements, including, but not limited to: (a) mailing a copy of the papers served, through the United States Postal Service (U.S.P.S.) to the address where papers were substitute served no later than seven (7) days after the substitute service; and (b) completing the Proof of Service, Declaration of Due Diligence and Affidavit of Mailing.
4. When Service Instructions contain a business and home/residence address for an individual, Contractor may sub-serve business address only after three (3) attempts have been made at home/residence address as set forth herein:

B. Residence Address and/or Business Address

Contractor shall make three (3) attempts at personal service and meet due diligence requirements prior to substitute service. Due diligence requirements include at least one (1) attempted service prior to 7:00 a.m., at least one (1) attempted service after 5:00 p.m., and at least one (1) attempted service between the hours of 8:00 a.m. and 5:00 p.m. For Service Packages with only a business address, Contractor may make substitute service on the first (1st) attempt, only if business will not allow Contractor to perform a personal service. In this instance, Contractor may make substituted service on first (1st) attempt and is not required to conform to due diligence requirements related to residence address.

C. "Rush" Service Requests

1. Requests for service that include the specific phrase, "Rush Service Requested," (hereinafter referred to as "Rush") will be subject to the timeframes and terms of this section [Section III C.] of this Scope of Work] and will be subject to "Rush" rates for payment (see Exhibit "B" Cost/Payment Terms). In order for Contractor to charge a "Rush" rate, Contractor must serve the documents within 24 hours of receipt (receipt as defined as stated in Item three (3.) of Section two (II.) above) and return Proof of Service of the "Rush" document(s) to County no later than five (5) business days after the service is effectuated.
2. In the alternative, the County will pay the "Rush" rate for service or non-service of "Rush" documents if the following five (5) conditions are met: (1) Contractor shall provide evidence by way of the Diligence information in their real time database which reflects that a service attempt was made within 24 hours of Contractor's receipt of the "Rush" service request (Receipt defined as expressed in Item three (3.) of Section two (II.) above.) (2) The Diligence information must list at least the date and time of the service attempt, the location, and a summary of the conclusion of the 24 hour attempt. (3) The name of the process server who attempted service within 24 hours shall be made available to the County within 7 days of any request for that information. (4) Proof of Service of the "Rush" document(s) shall be provided to County no later than five (5) business days after service if the document(s) are served. (5) The documents are completely processed within fifteen (15) days of receipt of the "Rush" Service request. (Processed meaning all Diligence Information including all attempts to serve and as defined in Section IV. below is visible in the real time database in the case of non-service or service is effectuated and proof of service was returned within that time frame as expressed in condition four (4) of this paragraph.)

"Rush" documents may be physically picked up, electronically transmitted, or sent by fax daily to Contractor. Faxed documents are deemed received by Contractor as of the date and time County records demonstrate they were faxed.

D. Investigative Services

Contractor may be required to investigate certain cases that may include but not limited to stake-outs, in-field locate services, and surveillance. For those instances, County will compensate Contractor on an hourly rate. Contractor shall obtain prior approval from County Project Manager prior to providing Investigative Services.

E. Standard Service

1. Unless "Rush" Service is specifically requested by County, all documents will follow the Standard Service timeframes provided in this section (III. D.) of this Scope of Work. For Standard Service, Contractor shall make the first (1st) service attempt within five business days of receipt of any request for service of process and shall continue attempts until: (a) documents are served in prescribed manner; (b) time for service has expired, or (c) Contractor has determined that further attempts at service address supplied by County or obtained by Contractor would be futile. Contractor shall provide real time status updates

in their tracking database for documents where service attempts are still being made and changes of status shall be updated within one (1) business day of the change in status.

2. Contractor shall have a maximum of fifteen (15) days from receipt of a service request to process it. Process meaning that all Diligence information including all attempts to serve and as defined in section IV. below is visible in the real time database within fifteen (15) days of receipt of the service request in the case of non-service or service is effectuated within fifteen (15) days of receipt of the service request.
3. Where service is effectuated, Proof of Service shall be provided to County no later than five (5) business days after the service.
4. If Contractor has developed information that Contractor believes will lead to valid service of the documents beyond this time frame, Contractor must notify County and request an additional ten (10) day extension. County, at its sole-discretion, may approve or reject the requested extension of time, on a case by case basis. As the fifteen (15) day timeframe is a contractual agreement, any exceptions should be noted on the monthly billing statement to ensure proper payment.

F. Service on Unemancipated Minor

Documents to be served to an unemancipated minor shall be served on the minor's parent, guardian, conservator, or similar fiduciary, or, if no such person can be found with reasonable diligence, to any person having the care or control of such minor or with whom the minor resides or by whom the minor is employed. If the minor is twelve (12) years of age or older the minor must also be served.

IV. Non-Service

Contractor shall provide County with Diligence information for all attempts on all cases where service does not occur, in either electronic or hard copy format. Each service attempt shall be noted along with the following pertinent information related to each attempt: date, time, and place (home or business address). In addition, if Contractor made phone calls or spoke to any individuals in an effort to effectuate service. Contractor shall provide the date of the phone calls, phone number used, names of any individuals contacted, or any other information that explains the efforts made to effectuate service.

Non-Service invoice numbers shall correspond to service requests and different invoice numbers shall not be used for the same service request. In the event an invoice needs to be amended, it shall list the original invoice number and include a note indicating it is an amended invoice.

V. In Field Locate Services on Bad Addresses:

Contractor shall assist, as needed, in address location searches when addresses provided by County do not result in successful service. If Contractor locates and effectively serves a subject at an address different then the address provided by County, Contractor shall provide complete documentation as to how the address was obtained, and such documentation shall accompany a Proof of Service.

VI. Proof of Service and Delivery to County

1. Contractor shall fully document all attempts, whether or not successful service occurs. Documentation shall include date, time, place and manner in which a party was located and any other pertinent information. Contractor shall return documentation to County with all other documents at the time of completion for each case within the timeframes expressed within this Scope of Work.
2. Within five (5) business days of successful service, Contractor shall provide to County an original signed Proof of Service (one copy with the address of service and one with the confidential language) and an original signed Declaration of Due Diligence and Affidavit of Mailing when service was Substituted Service (one copy with the address of service and one with the confidential language).
3. Contractor shall report through their real-time database an update of each outstanding case to County within 24 hours of Contractor receiving documents (receipt as defined in section two (II.) item three (3) above) in a format agreeable to County.
4. Contractor shall keep a record of all service requests, served and un-served, for a minimum of four (4) years and four (4) months.
5. County account number for each individual/defendant shall appear on all Contractor forms including but not limited to, Proofs of Service, reports, invoice(s), and all other correspondence regarding requested case. Invoice numbers shall correspond to service requests and different invoice numbers shall not be used for the same service request. In the event an invoice needs to be amended, it shall list the original invoice number and include a note indicating it is an amended invoice.
6. Whenever possible, Contractor shall obtain signatures and other proof of identity for all served individuals.
7. In the event that a person or entity served pursuant to this Agreement denies having been served, Contractor shall, at no additional cost to County and without the issuance of any type of Subpoena, provide: any additional documentation, including but not limited to field notes or other information to verify the legal sufficiency of the service within five (5) business days of the request and shall have the process server who effectuated service or other competent witness, available to testify at court hearings, depositions, or other proceedings.
8. With the exception of due diligence information supporting unsuccessful service, all other documents shall be physically delivered in their original form to County.
9. Proof of Service format has to conform to Judicial Council Forms.
10. Contractor must verify proof of service for accuracy and compliance prior to forwarding to County.

VII. Quality Assurance Requirements

1. Contractor must maintain a log, database, or other records to track individual cases. Such records will be maintained for a period of four (4) years and four (4) months.
2. Contractor must tightly control time intervals of when legal papers are received from County, when process is served, and when forms are returned to County.
3. Contractor must maintain and provide access to database with real-time case status information for child support cases which shall include up-to-date status on individual

cases, including but not limited to, the date each service request was received, date(s) of attempted service, service results, and type of service performed, (i.e., personal service or substituted service). Contractor will be expected to provide a continually updated database to County and to train staff on the tracking and status process utilized by Contractor.

VIII. Quality Control Requirements and Reports

1. Contractor shall maintain a quality control process that shall consist of actual field and/or telephone verification of an agreed upon percentage of randomly selected cases. Contractor shall provide County with a log of the results of this quality control process at least once during the term of the contract.
2. Any unusual patterns of service or irregularities in service shall be reported to County immediately upon the contractor having notice.
3. Contractor shall provide a monthly report, in a format to be agreed upon, that provides statistics regarding personal service and substitute service for an agreed upon time period. In addition, the report shall include statistics regarding unsuccessful attempts at service and the reasons the attempts were unsuccessful.

IX. Funding Source Requirements

The State of California Department of Child Support Services serves as the funding source for County. Changes to child support processes may be mandated by the state requiring modification to this contract or Scope of Work during the course of this Agreement's period. Contractor shall be required to comply with all mandated changes.

**REVISED EXHIBIT B
COST/PAYMENT TERMS**

1. **Compensation:** This is a fixed price Agreement between County and Contractor for Legal Process Services as provided in the Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Agreement as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonable unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks, connected with the services, and for performance by Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Agreement amount specified herein unless authorized by amendment in accordance with General Terms and Conditions.
2. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communication, fax communications, and parking while on County sites during the performance of work and services under this Agreement.
3. **Payment Terms:** Invoices are to be submitted monthly and in arrears to the address specified below. Contractor shall reference contract number on invoice. Payment will be net 30 calendar days after receipt of an invoice in a format acceptable to the County of Kings and verified and approved by the Department of Child Support Services and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet this Agreement's requirement.

Payments made by the County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods or services.

4. **Payment/Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for services rendered. Based on the large volume of services Contractor shall provide a monthly invoice that includes all the services completed for that month. Each invoice will have a number and will include the following information:
 1. Contractor's name and address
 2. Contractor's remittance address
 3. Name of County agency/department
 4. Contract number
 5. Each individual service completed

Each service listed on the invoice must include the following information:

1. Case Number/Name of Person Served

2. Date Person Served
3. Description of Service & Cost of Service in accordance to County Pricing Schedule
4. Total

Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor for correction. The County's Fiscal Analyst, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:
 Kings County Department of Child Support Services
 ATTN: Fiscal Analyst
 P.O. Box 1289
 Hanford, CA 93232

5. **Payment Schedule:** Contractor agrees to accept the specified compensation, as set forth herein in this Agreement, as full remuneration for performing all services and furnishing all staffing and materials required. This fee shall include all services and incidentals, including but not limited to, insurance, reports, and postage unless itemized under additional charges.

A. Standard Service (one flat fee)	Successful Service (Personal Serve/Substitute Service)	Non-Service (Bad Address or unable to locate or sub-serve individual)	Locate Service (In field locate to verify a bad address)
1. Within Kings and Tulare Counties	\$38	\$5	\$5
2. All other California Counties (Anything not listed above)	\$63	\$45	\$45
3. National (States outside California)	\$77	\$74	\$74
4. "Rush" Service in California	Add \$20.00 to the above service rates		\$25
5. "Rush" Service for Outside the State of California	\$148	\$148	

**EXHIBIT C
INSURANCE**

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

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 31, 2018

SUBMITTED BY: Human Resources - Leslie McCormick Wilson/Carolyn Leist

SUBJECT: REVISED PROGRAM SPECIALIST JOB SPECIFICATION

SUMMARY:

Overview:

The Human Services Agency requested that Human Resources update the Program Specialist job specification in preparation of two anticipated vacancies. The Program Specialist position is only utilized in the Human Services Agency.

Recommendation:

Approve the revised job specification for Program Specialist with no change in salary.

Fiscal Impact:

There is no fiscal impact from the proposed job specification changes.

BACKGROUND:

In preparation for a recruitment to fill anticipated vacancies, the Program Specialist job specification was reviewed for potential changes. The job specification was last updated in 2005. Changes were made to the definition and distinguishing characteristics to better define the position. The examples of duties were modified to incorporate the analytical activities incumbents must perform in support of the Human Services Agency's programs and services. Due to the analytical nature of the position, the minimum qualifications were expanded to require graduation from a four year college or university and the experience requirements were modified to require technical level or analytical experience. The special requirements were updated to include the requirement to pass a background. Minor changes were made to the knowledge and ability section. Lastly, a work environment section was added on the last section of the job specification. The revised job specification for Program Specialist is attached.

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.

PROGRAM SPECIALIST

DEFINITION

Under general direction, to perform analysis of laws, regulations, rules, systems and data to ensure policy and service compliance with State and Federal Program requirements; to evaluate and develop new program memorandums, policies and procedures, and operations manuals; to conduct an array of training, research, planning, policy, program assessment, and operational change activities in conjunction with various units with the Agency; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

The Program Specialist classification reports to the Agency Director, Assistant Director, or the Deputy Director and is responsible for the analysis and recommendations in support of the Agency's programs and services. Critical organizational decisions are based on the research and recommendations of this classification. Incumbents in the Program Specialist classification typically do not exercise direct supervision over non-supervisory level classes.

EXAMPLES OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Plans and conducts technical administrative studies and analyses, which includes researching, collecting, tabulating and evaluating information; reviews and researches legislation affecting departmental operations; disseminates information to management, supervisors and staff related to program or technology functions, policy and regulation changes, and provides recommendations for implementation procedures for Agency-wide technology or service delivery changes; analyzes and evaluates the effectiveness of programs, services, and systems, and recommends appropriate modifications; analyzes the impact of proposed changes on current staffing levels, work flow, and clients; develops proposals for implementation of legislative requirements; ensures that department policies and procedures adhere to applicable laws and regulations; creates data collection tools and analyzes data from a variety of Agency-wide systems on service provision, client populations and other key metrics, makes recommendations for Agency service delivery optimizations, evaluates progress towards achieving State-mandated requirements and/or overall Agency or program compliance; identifies and assists in the planning and administration of staff training programs, provides information, assistance and guidance to department staff as required; act as technical expert and resource person to staff regarding program policies and procedures; determines appropriate program or technology changes required and implementation needs, and makes recommendations to address and implement program or technology changes; identifies grant funding opportunities and proposals; prepares or assists in the preparation of applications, written plans, and forms; assists in the development and review of departmental policies, procedures and manuals; provides professional and technical consultation on complex program matters; prepares and directs the preparation of statistical and other reports and correspondences; participates in state or regional workgroups as representative of the Agency to provide input on upcoming State-wide program changes and implementations, technology changes, and other key policy changes; collaborates and coordinates services with other departments; collaborates and attends local meetings with local government, community partners and Agency/County committees to provide information on services, identify and create partnerships and resources to aid in the completion of the Agency's mission; performs a variety of administrative duties; prepare contracts and/or service agreements; provide analysis of contract service delivery, effectiveness, costs and provide recommendations on improvements while ensuring contractor compliance to Agency, State and/or Federal rules, regulations and guidance; may make presentations to individuals, groups and/or before the Board of Supervisors; may supervise subordinate support staff providing non-technical services such as data gathering, information system support, and/or clerical duties in support of the specific area of assignment; and performs related duties as required.

MINIMUM QUALIFICATIONS

Any combination of education and relevant experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: Equivalent to graduation from an accredited four year college or university with a bachelor's degree in social science, business, public administration, or a closely related field. (Additional qualifying experience as described below may substitute for the required education on a year-for-year basis up to a maximum of two (2) years.)

Experience: Three (3) years of technical experience interpreting and applying Federal and/or State rules and regulations in a major program area in a California County Human Services Agency at a technical level or higher (level II or higher), OR, one (1) year of experience performing analytical duties in a government agency, including ensuring compliance with Federal and/or State rules and regulations.

License: Possession of a valid California driver's license at the time of appointment.

Special Requirements: (1) Ability to pass a comprehensive background investigation and obtain a security clearance, including a fingerprint check; (2) Ability to work irregular or extended hours as necessary; (3) Ability to travel within and outside the County.

Knowledge of: Principles of administration, organization and management necessary to develop, analyze, evaluate and implement administrative policies; federal, state and local social services and welfare programs and pertinent laws and regulations; rules and regulations governing service, employment, eligibility or social services programs for Agency administered programs; the functions of public human service agencies; the principles, practices and methods of social services, employment services or income maintenance; administrative procedures as carried out in public human service agencies; methods of planning to meet program staffing needs and the principles of budgeting; sources of information necessary to determine appropriate levels of social services, employment services and eligibility of applicants or recipients for various assistance programs; the principles of supervision, training, instructional methods and techniques; analytical, statistical and research methods; methods and techniques of program evaluation; modern computer equipment, software and peripherals; general principles of office automation systems; word processing and database management applications.

Ability to: Establish and maintain positive, effective work relationships with subordinate supervisors and managers, agency staff, government and community organizations and the general public; analyze problems, consider alternatives, project consequences and implement recommendations; evaluate and recommend technology to optimize the Agency's use of Statewide Information Technology Systems; identify grant funding opportunities and proposals; exhibit highly developed interpersonal skills, using tact, patience and courtesy; effectively handle complex and difficult program management problems with skill and sound judgment; communicate effectively both orally and in writing with groups and individuals; read, interpret, apply and explain complex rules, regulations, policies and procedures; respond constructively to conflict; maintain confidentiality and control of sensitive information; inspire the trust, respect and confidence of others; work independently; prioritize personal workload and that of subordinate staff; exhibit strong initiative, integrity, sound judgment and a high degree of maturity; reason logically; follow safe work practices as directed and trained; safely operate a motor vehicle.

Works primarily in an office environment which requires: Mobility and dexterity to work in a standard office environment and use standard office equipment, including typing and sitting at a computer for extended periods; hearing and speech to communicate orally, in person and on the phone; vision to read things up close and far away, and to read handwritten, printed material, and computer screen; walk and drive a vehicle to travel to and between County offices and worksites; attend meetings and trainings; ability to lift and carry light objects for distances required to accomplish the tasks at hand; manipulate papers, files and other equipment; may be required to climb stairs; may work alone on a regular basis.

Overtime Status: Exempt Medical Group: C Probationary Period: One Year
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PROGRAM SPECIALIST

DEFINITION

Under general direction, ~~to assist the Deputy Directors in the Human Services Agency in planning, evaluating, organizing and directing a major program division~~ to perform analysis of laws, regulations, rules, systems and data to ensure policy and service compliance with State and Federal Program requirements; to evaluate and develop new program memorandums, policies and procedures, and operations manuals; to conduct an array of training, research, planning, policy, program assessment, and operational change activities in conjunction with various units with the Agency; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

The Program Specialist classification reports to ~~an assigned~~ the Agency Director, Assistant Director, or the Deputy Director and is responsible for ~~the day to day operation of one or more units or major program areas within a division of the Human Services Agency~~ for analysis and recommendations in support of the Agency's programs and services. Critical organizational decisions are based on the research and recommendations of this classification. This class is distinguished from lower level supervisory classes in that the latter classes have direct supervisory responsibility for subordinate staff. Incumbents in the Program Specialist classification typically do not exercise direct supervision over non-supervisory level classes.

EXAMPLES OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

~~Plans, organizes and directs the staff and activities of one or more units or major projects or administrative program areas;~~ Plans and conducts technical administrative studies and analyses, which includes researching, collecting, tabulating and evaluating information; reviews and researches Federal, State and County requirements for new or revised programs and services legislation affecting departmental operations; disseminates information to management, supervisors and staff related to program or technology functions, policy and regulation changes, and provides recommendations for implementation procedures for Agency-wide technology or service delivery changes; analyzes and evaluates the effectiveness of programs, services, and systems, and recommends appropriate modifications; analyzes the impact of proposed changes on current staffing levels, work flow, and clients; develops proposals for implementation of legislative requirements; ensures that department policies and procedures adhere to applicable laws and regulations; creates data collection tools and analyzes data from a variety of Agency-wide systems on service provision, client populations and other key metrics, makes recommendations for Agency service delivery optimizations, evaluates progress towards achieving State-mandated requirements and/or overall Agency or program compliance; identifies and assists in the planning and administration of staff training programs, provides information, assistance and guidance to department staff as required; act as technical expert and resource person to staff regarding program policies and procedures; determines appropriate program or technology changes required and implementation needs, and makes recommendations to address and implement program or technology changes; identifies grant funding opportunities and proposals; prepares or assists in the preparation of applications, written plans, and forms; assists in the development and review of departmental policies, procedures and manuals; ~~confers with subordinate supervisory personnel and with other agency staff on policy and procedural matters; assists in development and administration of division budget; coordinates division programs and services, under the direction of a Program Manager or Deputy Director, and within the overall objectives of the Agency; may review and participate in the selection, assignment, training, evaluation and discipline of staff;~~ provides professional and technical consultation on complex program matters; prepares and directs the preparation of statistical and other reports and correspondences;

~~represents the Agency at community organizations, public gatherings and with other governmental agencies; may serve on state regional and/or local governmental and community agency committees as a representative for the Human Services Agency~~ participates in state or regional workgroups as representative of the Agency to provide input on upcoming State-wide program changes and implementations, technology changes, and other key policy changes; collaborates and coordinates services with other departments; collaborates and attends local meetings with local government, community partners and Agency/County committees to provide information on services, identify and create partnerships and resources to aid in the completion of the Agency's mission; ~~prepares reports and correspondence;~~ performs a variety of administrative duties; ~~may meet with judges and attorneys on matters involving difficult and/or complex cases;~~ may prepare contracts and/or service agreements; provide analysis of contract service delivery, effectiveness, costs and provide recommendations on improvements while ensuring contractor compliance to Agency, State and/or Federal rules, regulations and guidance; may make presentations to individuals, groups and/or before the Board of Supervisors; ~~may act for the Deputy Director or Program Manager in their absence;~~ may supervise subordinates support staff providing non-technical services such as data gathering, information system support, and/or clerical duties in support of the specific area of assignment; and performs related duties as required.

~~In addition to the above, when assigned to administrative support services, serves as Agency Affirmative Action Officer, monitoring work force census and affirmative actions goals; coordinates civil rights activities, investigating both client and employee discrimination issues; proposes solutions as appropriate to the department head and the Civil Rights Bureau; writes departmental annual comprehensive Training, Civil Rights and Affirmative Action plans; investigates breach of confidentiality and employee complaints and makes appropriate recommendations; directs the appeals functions; serves as County representative at State hearings and acts as County Review Officer at County hearings and foster parent grievances.~~

MINIMUM QUALIFICATIONS

Any combination of education and relevant experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: ~~Equivalent to completion of two years (60 semester units) of college~~ graduation from an accredited four year college or university with a bachelor's degree in social science, business, public administration, or a closely related field. (Additional qualifying experience as described below may be substituted for the required education on a year-for-year basis up to a maximum of two (2) years.)

Experience: ~~Two years of first-line supervisory experience~~ Three (3) years of technical experience interpreting and applying Federal and/or State rules and regulations in a major program area in a California County Human Services Agency at a technical level or higher (level II or higher), OR, three one (1) years of increasingly responsible experience performing analytical duties in a government agency, including ensuring compliance with Federal and/or State rules and regulations in investigations or social services in a California County Human Services Agency. (NOTE: The recruitment and selection process may specify or emphasize one or both of these experience requirements, depending on the needs of the department.)

License: Possession of a valid California driver's license at the time of appointment.

Special Requirements: (1) Ability to pass a comprehensive background investigation and obtain a security clearance, including a fingerprint check; (2) Ability to work irregular or extended hours as necessary; (3) Ability to travel within and outside the County.

~~Desirable: Experience in one or more specific units, major projects or administrative program areas utilized by the Human Services Agency including but not limited to eligibility, C-IV, CalASIS, and/or social services.~~

Knowledge of: Principles of administration, organization and management necessary to develop, analyze, evaluate and implement administrative policies; federal, state and local social services and welfare programs and pertinent laws and regulations; rules and regulations governing service, employment, eligibility or social services programs for Agency administered programs; the functions of public

human service agencies; the principles, practices and methods of social services, employment services or income maintenance; administrative procedures as carried out in public human service agencies; methods of planning to meet program staffing needs and the principles of budgeting; sources of information necessary to determine appropriate levels of social services, employment services and eligibility of applicants or recipients for various assistance programs; the principles of supervision, training, instructional methods and techniques; analytical, statistical and research methods; methods and techniques of program evaluation; modern computer equipment, software and peripherals; general principles of office automation systems; word processing and database management applications.

Ability to: Establish and maintain positive, effective work relationships with subordinate supervisors and managers, agency staff, government and community organizations and the general public; analyze problems, consider alternatives, project consequences and implement recommendations; evaluate and recommend technology to optimize the Agency's use of Statewide Information Technology Systems; identify grant funding opportunities and proposals; exhibit highly developed interpersonal skills, using tact, patience and courtesy; effectively handle complex and difficult program management problems with skill and sound judgment; communicate effectively both orally and in writing with groups and individuals; read, interpret, apply and explain complex rules, regulations, policies and procedures; respond constructively to conflict; maintain confidentiality and control of sensitive information; inspire the trust, respect and confidence of others; work independently; prioritize personal workload and that of subordinate staff; exhibit strong initiative, integrity, sound judgment and a high degree of maturity; reason logically; follow safe work practices as directed and trained; safely operate a motor vehicle.

Works primarily in an office environment which requires: Mobility and dexterity to work in a standard office environment and use standard office equipment, including typing and sitting at a computer for extended periods; hearing and speech to communicate orally, in person and on the phone; vision to read things up close and far away, and to read handwritten, printed material, and computer screen; walk and drive a vehicle to travel to and between County offices and worksites; attend meetings and trainings; ability to lift and carry light objects for distances required to accomplish the tasks at hand; manipulate papers, files and other equipment; may be required to climb stairs; may work alone on a regular basis.

Overtime Status: Exempt Medical Group: C Probationary Period: One Year
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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 July 31, 2018

SUBMITTED BY: Probation Department – Kelly Zuniga/Dan Luttrell

SUBJECT: SOFTWARE HOSTING AGREEMENT WITH NOBLE SOFTWARE GROUP, LLC FOR THE PROBATION DEPARTMENT

SUMMARY:

Overview:

The Kings County Probation Department is requesting authorization to renew its agreement with Noble Software Group, LLC in order to maintain access to evidence based risk assessment tools and training services.

Recommendation:

Authorize the Chairman to sign the agreement with Noble Software Group, LLC to maintain access to evidence based risk assessment tools and training services for FY 2018/2019.

Fiscal Impact:

The total cost of the software and services for the one year contract is \$41,621. It should be noted that this amount includes \$6,600 for training, which will not be charged unless utilized by the Probation Department. There is no impact to the County's General Fund. The total cost has already been allocated in the Probation Department's Fiscal Year 2018/2019 budget; specifically Budget Units 234000 and 236000.

BACKGROUND:

This is a renewal for the provision of risk assessment services to the Kings County Probation Department by Noble Software Group, LLC (Noble).

(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

SOFTWARE HOSTING AGREEMENT WITH NOBLE SOFTWARE GROUP, LLC FOR THE PROBATION DEPARTMENT

July 31, 2018

Page 2 of 2

The utilization of validated risk assessment tools assists the Probation Department in developing evidence based probation Supervision Programs to target the specific needs of adult and juvenile offenders, in an effort to reduce recidivism and manage our resources more efficiently. Services will be identified based on a comprehensive evaluation of the probationer and the composite score of his/her validated risk and needs assessment. Thus, the use of these risk assessments assists the Probation Department in more effective supervision of clients. It also improves service delivery.

Noble is offering adult and juvenile implementations of the Noble Assessment Platform to Kings County. Noble will provide the Platform with the following assessment tools and attendant case plans: Noble PACT (Positive Achievement Change Tool); Noble PACT Pre-Screen; PREA (Prison Rape Elimination Act); Detention Risk Assessment Instrument (DRAI); MAYSI™-2 (Massachusetts Youth Screening Instrument); Static Risk Assessment, V2 (SRA); Offender Needs Assessment (ONA). Upon execution of the Agreement and receipt of the license fees, Noble will promptly deliver a hosted website with the Licensed Software to the County.

The agreement has been reviewed and approved by County Counsel.

SOFTWARE HOSTING AGREEMENT

between

NOBLE SOFTWARE GROUP, LLC

and

County of Kings

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into by and between Noble Software Group, LLC, (hereinafter called "Noble"), and the County of Kings, a political subdivision of the State of California, located at 1400 W. Lacey Blvd., Hanford, CA (hereinafter called "County").

RECITALS

WHEREAS, County desires to obtain a non-exclusive license to use certain proprietary software and related documentation from Noble under the terms and conditions of this Agreement; and

WHEREAS, Noble desires to grant such license to County as a hosted service under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. DEFINITIONS

Agreement: This Agreement, including the following Exhibits, which are incorporated herein as if set forth in full:

Exhibit A Licensed Software

Exhibit B County Tasks

Exhibit C Pricing

Exhibit D Scope of Work

Documentation: Text materials which describe the design, function, operation, and use of the Licensed Software and which are customarily delivered by Noble to licensees thereof.

Licensed Software: The source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.

Hosting Site: An internet-based website maintained by Noble for the purposes of delivering the Licensed Software to County.

2. SCOPE OF TASKS

Upon execution of this Agreement and receipt of the license fees due hereunder, Noble will promptly deliver a hosted website with the Licensed Software to County and accomplish its responsibilities, as set forth in Exhibit D, Scope of Work, under this Agreement provided that County timely completes its responsibilities under this Agreement, specifically including those set forth in Exhibit B: County Tasks.

3. COMPENSATION FOR TIME AND PERFORMANCE

This Agreement shall be effective from July 1, 2018, through June 30, 2019, unless otherwise extended by the parties.

Total compensation shall be as set forth in **Exhibit C**, payable in three installments. The first installment shall be made within 30 days following the signing of this Agreement. The second installment shall be made within 30 days following delivery of the Hosting Site and access to the Licensed Software. The final installment shall be made within 30 days following Acceptance of the Licensed Software, as set forth in Section 4. Noble shall not be entitled to, nor receive, from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement.

4. ACCEPTANCE

Unless the parties agree otherwise or County notifies Noble of a material defect, the Licensed Software will be considered accepted 30 days after delivery of the Hosting Site and access to the Licensed Software. In the event that there are multiple sites, acceptance of the Licensed Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites.

If County fails to notify Noble of any material defect within thirty (30) days of installation of or access to the Licensed Software, the Licensed Software shall be deemed accepted by the County.

Corrections and modifications will be accomplished on a timely basis to make the Licensed Software ready for retesting by County. The parties shall repeat the acceptance tests as soon as reasonably requested by Noble, and County shall notify Noble within five (5) days after such tests have been conducted if and when the Licensed Software is accepted. In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), County may issue a conditional acceptance, upon terms acceptable to both parties, which will permit utilization in production and continued correction by Noble of any defects. If County declines to grant conditional acceptance, then County may terminate this Agreement in accordance with Section 7. Otherwise, the date of the last such test shall be the acceptance date.

In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), but is utilized by County without issuance of conditional acceptance or notice to Noble that County's use of the Licensed Software is for emergency purposes only and Noble is unable to come up with a guaranteed fix of the defects identified by County within the thirty (30) days in a production environment for a period of thirty (30) consecutive business days, it shall be deemed accepted for all purposes as if it had successfully passed such acceptance test(s).

5. INTELLECTUAL PROPERTY RIGHTS

Noble shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation, and any modification or enhancement of the Licensed Software or Documentation made under this Agreement or any modification or amendment thereto ("Noble Property").

County shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by County without any violation of the terms of this Agreement and which is not Noble Property, as well as any data or other information entered into Noble's system and any and all assessments or other products produced, resulting from, or arising out of, the input of said data ("County Property").

The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Noble Property and/or County Property, which may be delivered by Noble or embedded in Noble's deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis and such ownership shall be clearly identified in an amendment to this Agreement. The parties intend for the designation of ownership in the amendment to be consistent with (but not necessarily bound by) the following guidelines:

- 1) New Property which contains County's proprietary or confidential information shall belong to County to the extent it contains such information; and
- 2) New Property which contains Noble's proprietary or confidential information shall belong to Noble to the extent it contains such information; and
- 3) Any other New Property for which ownership is not allocated by amendment or by the above default rules shall belong to Noble.

Each party will assign and shall cause its respective employees, agents, and contractors to assign, without further consideration, the ownership of software and/or documentation, including all associated intellectual property rights therein, as necessary to give effect to the ownership terms specified in this Agreement. Each party agrees to perform, at the reasonable request of the owner of such software and/or documentation, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, such software and/or documentation or other deliverables or work product in order to give effect to these ownership terms.

In as far as data entered into the system by County, such data shall be deemed to be owned by County. Noble shall have right to use, upon written approval of the County, such data in an anonymous fashion, for the purposes of research, validation, and other commercial use. Anonymous data is defined, for the purposes of this section, to refer to data that has had all personally identifying characteristics removed, destroyed, obfuscated, or otherwise rendered de-identifying of the person to whom it relates.

6. LICENSE

In accordance with the terms herein, Noble grants to County, and County accepts from Noble, a personal, non-exclusive, and non-transferable (except as otherwise specifically provided by this Agreement) hosting service license to use the current version of Licensed Software (or any other version provided to County by Noble) on Noble's hosting servers for the term of this Agreement.

Software shall be available to be used at any of County's business premises without the prior approval of Noble. The Licensed Software may not be used at other locations unless Noble is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by County, provided: (1) the total number of User Positions at which the Licensed Software is used by County does not exceed the number of User Positions specified in Exhibit A; and (2) County provides Noble with written notice within thirty (30) days after such transfer.

The Licensed Software shall be used only for the processing of County's own business, which may include servicing and maintaining records on behalf of its customers and clients. County shall not permit any third party to use the Licensed Software. Authorized agents or contractors of County acting for County shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Noble Confidential Information to such agents or contractors will be subject to the provisions of Section 16, Confidentiality.

County shall not use or allow the use of the Licensed Software: (a) for rental or in the operation of a service bureau; (b) through terminals located outside County's business premises by persons not employed by or under contract with County; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation, aircraft communication systems, or air traffic control machines.

County shall not, either directly, or through a third party, reverse engineer, disassemble, or decompile any software provided by Noble, or make any attempt in any fashion, except as specifically provided in this Agreement, to obtain the source code to the Licensed Software, nor shall County reproduce or distribute the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, County may not create any software program which makes direct function calls to any libraries which are third party materials.

County is strictly prohibited from installing any third party software on Noble's servers without the express written authorization of Noble.

In the event that an authorized third party's software disrupts Noble's server, Noble shall have the right to temporarily disable the software until the problem can be resolved.

In the event that County installs third party software on Noble's servers without the express written authorization of Noble, Noble shall have the right to terminate the Services without notice pursuant to Section 7.

7. TERMINATION

a) Each party has the right to terminate this Agreement and any license(s) granted herein upon written notice to the other party in the event of one or more of the following circumstances:

- 1) If the other party, its officers, or employees violates any material provision of this Agreement, provided that the non-breaching party is in substantial compliance with the terms of this Agreement. The default notice must be clearly identified as such, be referenced to this Section, and specify in detail the basis for the alleged material breaches. Except with regards to breaches of confidentiality (which shall be ten [10] days) and payment obligations (which shall be fifteen (15) business days), the breaching party shall have thirty (30) days from receipt of such notice to cure such breach; or

- 2) In the event the other party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute; (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.
- 3) If either party determines that the services rendered hereunder are no longer needed or desired, provided the party gives the other party at least sixty (60) days written notice of the party's intent to terminate this Agreement.

In the event of termination by reason of County's failure to substantially comply with any material part of this Agreement, or upon any act which shall give rise to Noble's right to terminate, Noble shall have the right, at any time, to terminate the license(s), deactivate the Hosted Site, and take immediate possession of the Licensed Software and documentation and all copies wherever located, without additional demand or notice. Within five (5) days after termination of the license(s) as provided above, County will return to Noble any Licensed Software in the form provided by Noble or as modified by County at County's cost, or upon request by Noble destroy the Licensed Software and all copies, and certify in writing that they have been destroyed. Termination under this Article shall not relieve County or Noble of obligations regarding confidentiality of the Licensed Software.

Without limiting any of the above provisions, in the event of termination as a result of County's failure to substantially comply with any of its material obligations under this Agreement, County shall continue to be obligated for any payments due for services rendered. Termination of the license(s) shall be in addition to and not in lieu of any equitable or other remedies available to Noble.

Notwithstanding anything contained in this Section to the contrary, once County has made full payment of the license fee for any particular term of hosting the Licensed Software, Noble cannot terminate the license granted hereunder with respect to such program, except for an uncured breach by County of the terms of Section 6 ("License"), Section 10 ("Compliance with Law"), Section 17 ("Confidentiality") or Section 23 ("Assignment").

Notwithstanding anything herein to the contrary, in the event of termination of this Agreement by County for cause prior to acceptance of the Licensed Software, the software licenses granted hereunder shall be canceled and County shall discontinue use of the Licensed Software and Hosting Site and return all copies thereof to Noble and Noble shall refund any license fees paid. Upon such termination and return of the Licensed Software and repayment, the parties hereto shall be discharged of all further liabilities under this Agreement except for such liabilities arising out of the continuing obligations of confidentiality and indemnification.

Notwithstanding anything herein, Noble may immediately terminate this agreement and withdraw the hosting services in the event that in the sole discretion of Noble, it determines that:

- 1) County is using or allowing, authorizing or assisting the Hosted Site to be used for illegal purposes; or
- 2) County downloads or installs third party software to its Hosting Site without the express written authorization of Noble.

b) Closing out

Noble is responsible for County's receipt of a final claim for payment, if any, by completion of the work. County shall promptly pay Noble's final claim for payment, provided Noble has turned over to the County all completed deliverables and completed any and all other obligations undertaken pursuant to this Agreement. If Noble has failed to perform all such outstanding obligations, County shall withhold from Noble's final claim for payment the amount of such services owed by Noble.

8. CHANGES AND AMENDMENTS

The parties may request changes in the terms or conditions of this Agreement, including, but not limited to, the agreed upon scope of services or changes to the amount of compensation due. Any mutually agreed upon changes shall only be effective when incorporated in written amendments to this Agreement, signed by the parties' authorized representatives.

No verbal agreements or conversations prior to execution of this Agreement or any requested Amendment shall affect or modify any of the terms or conditions of this Agreement, unless reduced to writing according to the applicable provisions of this Agreement.

9. WARRANTIES

County relies upon Noble's professional ability and training as a material inducement to enter into this Agreement. Noble warrants that it will perform its work according to generally accepted professional practices and standards and the requirements of applicable federal, state, and local laws. County's acceptance of Noble's work shall not constitute a waiver or release of Noble from professional responsibility.

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

Noble warrants that, for the length of this Agreement (the "Warranty Period"), the Licensed Software furnished under this Agreement, exclusive of third party materials, will substantially conform to the accepted level of performance as agreed to by the parties ("Warranty").

To the extent its agreement with a supplier of third party materials permits, Noble shall pass through to County any performance warranty relative to such third party materials; provided, however, that Noble makes no additional or supplemental warranty with respect thereto.

Noble warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement conflicts or will conflict with any other agreement or obligation to which Noble is a party or by which it is bound.

Noble warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Noble shall, upon receipt of written notice from County describing a breach of the foregoing Warranty in reasonable detail, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.

These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.

If any modification is made to the Licensed Software by County without Noble's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to County's unauthorized modifications or unauthorized systems changes shall be billed to County at Noble's standard time and material charges.

Noble makes no warranties with regard to third party materials. Along with the transfer of title, Noble agrees to transfer and assign to County all of Noble's rights and interests in and with respect to all purchase agreements for third party materials being supplied under this Agreement between Noble and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by County, all purchase agreements will be submitted to County for prior approval. Noble will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Noble's rights and interests thereunder. Noble makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.

Except as otherwise specifically provided by this Agreement, Noble's sole liability for any damages relating to the (a) performance of the Licensed Software and sufficiency of the services hereunder or (b) matters covered by this Warranty, shall be limited to the provisions of this Section 9 regardless of whether any liability is based on contract or other theory.

THE WARRANTIES IN THIS SECTION ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY NOBLE. NOBLE MAKES AND CLIENT RECEIVES NO ADDITIONAL WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF NOBLE, EXCEPT NOBLE'S DULY AUTHORIZED REPRESENTATIVE, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NOBLE AS SET FORTH HEREIN.

10. COMPLIANCE WITH LAW

This Agreement is made subject to any laws, regulations, orders, or other restrictions on the export of the Licensed Software, or information about the Licensed Software, which may be imposed at any time or from time to time by the United States Government. County: (i) shall comply with all such laws, regulations, permits, orders and other restrictions to the extent that they are applicable to County; and (ii) shall not, directly or indirectly, export or re-export (as defined in the United States Export Administration Regulations) the Licensed Software or any information about the Licensed Software to any country for which the United States Government, or any agency thereof, requires an export license or other governmental approval without first obtaining the same. Noble shall comply with all applicable statutes with respect to labor employed, and shall protect and indemnify County against any payroll taxes or contributions imposed with respect to employees of Noble or any subcontractor by any applicable law dealing with old age benefits, FICA, unemployment compensation, health insurance, and related subjects. Noble and County agree that Noble is an independent contractor. Noble shall be liable for and hereby represents to County that all payments and obligations to subcontractors and suppliers will be timely made and satisfied at all times during the term of this Agreement, and agrees to indemnify County for any loss to County relating to Noble's violation of the provisions of this Article; provided, however, Noble is given prompt written notice of any claim or action and control, authority, information, and reasonable assistance for defense or settlement thereof; and provided further that County shall not settle such claim, suit, or proceeding without the written consent of Noble.

County acknowledges and agrees that Noble may elect at its sole discretion to monitor the activities of the County on its Hosted Site. County agrees to use the Services and the Website for legal purposes only. In the event that Noble becomes aware or reasonably believes, in its sole discretion, that the Website is being used for illegal purposes, Noble shall be entitled to immediately terminate the Agreement and the Services upon the service of written notice to the County, in addition to any remedies to which it may be entitled under law.

County agrees to indemnify and save harmless Noble from and against all losses, damages, actions, or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Licensed Software or the Hosted Site by the County.

11. APPLICABLE 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. Noble 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.

12. PROPRIETARY RIGHTS INDEMNITY

Noble shall defend, indemnify, and hold harmless County with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the Licensed Software or Hosting Site, used by County within the scope of the licenses granted hereunder, infringes any United States, UK, Hong Kong, France, Germany, Switzerland, or Japan patent, any United States copyright, or any trade secret or other intellectual property rights, provided that Noble is promptly notified in writing of such claim. The acceptance by Noble of tender of defense of any claim shall give Noble the right to select legal counsel and manage the defense, provided that County shall be given regular notice and opportunity to participate in such litigation, at County's expense. In the event County tenders its defense to Noble, County shall not settle any claim, lawsuit, or proceeding without Noble's prior written approval. County may, at its own expense, assist in the defense as tendered to Noble or provide its own defense if it so chooses. County shall have the right to recovery of the costs and attorneys' fees of providing its own defense if Noble is found to be liable for any claim, demand, cause of action or liability by a court, arbitrator, or mediator of competent jurisdiction.

In the event of any such claim, litigation or threat thereof, Noble, at its sole option and expense, may procure for County the right to continue to use the Licensed Software or, at its sole option and expense, may replace or modify the Licensed Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the opinion of the parties, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against Noble with respect to the Licensed Software or any part thereof, Noble may cancel this Agreement and the licenses granted thereunder upon fifteen (15) days written notice to County and shall refund to County the unamortized portion of the amounts paid to Noble by County for the development and/or acquisition thereof based upon straight-line depreciation, such depreciation to commence on the date on which the Licensed Software was first accepted hereunder. Upon such repayment, Noble shall be discharged of all further liability hereunder except for the obligations as set forth above.

To the extent its agreement with a vendor of third party materials permits, Noble will pass through to County any proprietary rights' indemnity relating to such third party materials; provided, however, that Noble gives no additional or supplemental indemnity with respect thereto.

The foregoing states the entire liability of Noble and the exclusive remedies of Client with respect to the infringement of any proprietary rights by the Licensed Software or any parts thereof, and Client hereby expressly waives any other such liabilities.

13. GENERAL INDEMNITY

Except as otherwise agreed to within this Agreement, each party shall indemnify, defend, and save harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to

any person, firm, or corporation for personal injury or tangible property damage, but only to the extent of the negligence and/or willful misconduct of the indemnifying party.

14. INSURANCE

A. Insurance Limits. Without limiting County's right to obtain indemnification from Noble or any third parties, prior to commencement of work, Noble shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Noble's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed as set forth under Section 22, Notice. In the event Noble fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. \$1,000,000 per occurrence and \$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 CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers' Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. \$1,000,000 limit per occurrence and \$2,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

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 Noble to furnish insurance during the term of this Agreement.

15. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR OF DIRECT DAMAGES GREATER THAN THE LIMITATIONS ESTABLISHED HEREIN EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Noble shall not be liable to County for cumulative direct damages greater than the lesser of (1) the total amount having then been paid by County to Noble under this Agreement, or (2) if such damages arise in connection with the performance of any Work Order, the amount having then been paid by County to Noble under such Work Order; provided, however, that the limitation of this sentence shall not apply to Noble's obligations set forth in Section 12 ("Proprietary Rights Indemnity") or Section 13 ("General Indemnity") of this Agreement or for such liabilities covered by the insurance defined in Section 14 ("Insurance") in which case the limits of such coverage will govern.

Except where the limitation does not apply as described above, County releases Noble from all obligations, liability, claims, or demands relating to the Licensed Software and Documentation and this Agreement in excess of the limitations provided for in this Section 16. The parties acknowledge that the limitation set forth in this Section is integral to the amount of fees levied in connection with the license of the Licensed Software and Documentation and the services rendered hereunder and that, were Noble to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

County further agrees that it shall have no claim or cause of action against third party licensors to Noble of any Third Party Materials which are embedded in the Licensed Software, except to the extent such rights have been duly assigned to Client.

16. FORCE MAJEURE

Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control or beyond the reasonable control of any subcontractor, including, but not limited to, fires, strikes, accidents, acts of God, and subcontractor defaults. In the event Noble should be delayed in the completion of any portion of the work by reason of any such occurrence, the time within which the portion of work is to be completed shall be extended by the period of such delay, but no such extension shall be made unless a notice thereof is presented by Noble to County in writing within ten (10) working days after the occurrence of such delay and no payment shall be made by County to Noble for any expenses incurred by Noble by reason of any such default or delay.

In addition to the foregoing, Noble shall not be liable for default or delay caused by Noble's efforts to comply with U.S. Government export control laws and regulations. In the event that U.S. Government export control laws or regulations change after the execution of this Agreement and such changes inhibit or prohibit Noble from performing under this Agreement, Noble shall not be liable for its non-performance.

17. CONFIDENTIALITY

Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement. Information received by Noble while on the premises of the County shall be deemed Confidential Information whether marked as such or not.

Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.

Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party disclosing the Confidential Information. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.

Confidential Information shall not include information: (a) known to the party to whom its disclosed at the time of its disclosure; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is independently developed by the party to whom disclosed without reference to or use of the Confidential Information; or (e) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

Notwithstanding the restrictions of this Section, Noble or County may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

18. CONFLICT OF INTEREST

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

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

19. DISPUTE RESOLUTION

Except as provided in this Agreement or unless otherwise required in order to comply with deadlines under the law, neither party shall file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) the aggrieved party has given the other party written notice of its grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering said notice by certified mail; (b) the other party has failed to provide a prompt and effective remedy; (c) the aggrieved party has requested senior executives for both parties to meet and discuss the matter in order to consider informal and amicable means of resolution; and (d) either such meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

20. INSPECTION

Authorized representatives of County, the State, or the Federal government may inspect and/or audit Noble's performance, place of business, and/or records pertaining to this Agreement.

21. INJUNCTIVE RELIEF

Noble and County hereby acknowledge and agree that damages at law and the dispute resolution provisions of this Agreement may be inadequate remedies for the breach of Sections 5 ("Intellectual Property Rights"), Section 6 ("License"), or Section 17 ("Confidentiality") hereof, and, accordingly, Noble and County hereby agree that Noble and/or County may be entitled to temporary and permanent injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security or resorting to the provisions of Section 19. The rights set forth in this Section shall be in addition to any other rights which the parties may have at law or in equity.

Noble and County agree that if any portion of this Relief provision is found to be over-reaching or unenforceable, that these provisions can, nonetheless, be applied to the extent found to be enforceable.

22. NOTICES

Unless stated otherwise, all notices, approvals, consents, requests, demands, or other communication to be given to either party shall be in writing by any means where receipt is acknowledged, including electronic transmission, except by facsimile transmission, and shall be effective on the date of receipt thereof. If undeliverable, or if receipt is not acknowledged by the receiving party, such communication shall be effective five (5) days from the date mailed or sent.

Such communication shall be addressed to the parties, except Default Notices and Notices of Termination which shall be addressed to the parties and their legal counsel, at their respective addresses set forth below, or at any other address that each party shall provide to the other in writing:

NOBLE:

Noble Software Group, LLC
PO Box 990891
Redding, CA 96099
Attention: Chief Financial Officer

Lasher Holzapfel Sperry & Ebberson
601 Union St., Suite 2600
Seattle, WA 98101-4000
Attention: Ronald E. Braley

COUNTY:

County of Kings
Probation Department
1424 Forum Dr.
Hanford, CA 93230

County of Kings
Office of the County Counsel
1400 W. Lacey Blvd., Bldg. 4
Hanford, CA 93230

23. ASSIGNMENT AND SUBCONTRACTING

Services under this Agreement are deemed to be personal services. Noble shall not subcontract any work under this Agreement, except for training of County staff, nor assign this Agreement without the prior written consent of the County.

Assignment by Noble solely of any monies due shall not constitute an assignment of the Agreement.

24. INDEPENDENT CONTRACTOR

Noble is an independent contractor and not an agent, officer, or employee of County. The parties mutually understand 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.

Noble shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

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

Noble shall indemnify and hold County harmless from any liability which County may incur because of Noble's failure to pay such obligations.

As an independent contractor, Noble is not subject to the direction and control of County except as to the final result contracted for under this Agreement. County may not require Noble to change its manner of doing business, but may require redirection of efforts to fulfill this Agreement.

Noble may provide services to others during the same period Noble provides service to County under this Agreement.

Any persons employed by Noble shall be under Noble's exclusive direction, supervision, and control. Noble shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

As an independent contractor, Noble shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Agreement.

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

25. DRUG FREE WORKPLACE

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

26. HEALTH AND SAFETY STANDARDS

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

27. NONDISCRIMINATION

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

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

Further, Noble shall include this provision in all its subcontracts to perform work under this Agreement.

28. STANDARD OF PERFORMANCE

Noble warrants that it will, at all times utilizing its ability, experience, and talent, faithfully, industriously, and professionally perform services provided hereunder to County's reasonable satisfaction.

29. NONRENEWAL

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

30. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including any exhibits referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Noble other than those contained herein. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code Section 1654,

that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

31. 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.

32. AUTHORITY

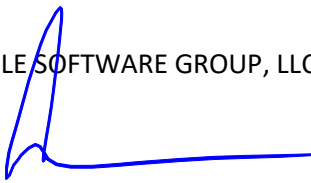
Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

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

COUNTY OF KINGS

NOBLE SOFTWARE GROUP, LLC

By: _____
Richard Valle, Chairman

By:  _____ 7/12/18
Aaron Picton, CFO

ATTEST:

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

Catherine Venturella, Clerk of the Board

By: _____
Carrie R. Woolley, Deputy

EXHIBIT A: LICENSED SOFTWARE

LICENSED SOFTWARE

All listed Licensed Software will be delivered by a Hosting Site, as created and maintained by Noble for the purposes of delivering the Licensed Software to County via the Internet.

PRODUCT	DESCRIPTION
Annual hosting for Noble Assessment Platform, 73 Users, Adult and Juvenile systems	Provides hosting and user access for the Noble Assessment Platform

USE OF LICENSED SOFTWARE

The Licensed Software listed above may be used in accordance with the Software License Agreement to support the following:

Up to 73 named users.

EXHIBIT B: COUNTY TASKS

OVERVIEW

This document describes the major activities required of the County staff or their consultants or agents in the execution of this Agreement.

COUNTY TASKS

The County will provide the necessary hardware, operating system software, web server software, and database software for the installation of the Licensed Software, as agreed between Noble and the County. Implementation services such as installation, implementation, and training will be executed as a separate amendment to this Agreement.

The County will provide an appropriate environment, during normal business hours and upon reasonable notice, for Noble's on-site support personnel and training staff to work at County's site. This shall include, but not be limited to, reasonable facilities and services necessary for Noble's staff to properly perform their duties while on County's property.

The County will provide network related services to allow access to the Hosting Site and Licensed Software.

The County will provide operating systems and platforms with Microsoft Internet Explorer 11 or better, as well as Adobe Reader, on any computers made available for use by County or Noble's personnel for the viewing of any reports or entering of any data into the Licensed Software through the Hosting Site.

If County elects to utilize integration services, County will develop and maintain the middleware component required for integration.

If County elects to migrate data from a previous assessment system(s), County will provide Noble with the data to be migrated in SQL Server backup file format and authorize Noble to access and utilize provided data for the purposes of migrating data to the Noble Assessment Platform.

Dates or times by which Noble is required to make performance under this license shall be postponed automatically for so long as Noble is prevented from meeting them by causes which are County's responsibility.

EXHIBIT C: PRICING

The total for software and services is \$41,621.

LICENSED SOFTWARE

The Licensee may use the following Software at the locations listed/defined in this Agreement.

Pricing for the listed components below is \$35,021.00 USD, which includes any and all applicable taxes.

PRODUCT	PRICE
Annual Hosting for Noble Assessment Platform, 73 named users, adult and juvenile	\$27,908
Annual access to IRR site, 73 Users	<u>\$7,113</u>
TOTAL	\$35,021

INSTALLATION/DELIVERY SERVICES/ACCEPTANCE

In order to ensure the effectiveness and success of the delivery services, Noble will assign the following project team:

(1) Client Representative

(1) Systems Engineer

(1) Application Consultant

At times, additional staff may be required for the current tasks, and equally at other times the number of staff working on a project may be less than that indicated above. The team members listed above will charge their time as agreed by County and Noble toward the services agreement as listed above.

ACCEPTANCE CRITERIA

ASSESSMENT PLATFORM

All software (as delineated above) is deemed accepted 30 days after delivery to County and if system is running without a severity 1 error.

CASE PLANNING

The Case Planning module will be considered accepted following all case plan reports allowed for are able to be completed and be saved for a subject.

INTEGRATION

Integration services will be deemed accepted after the system successfully imports data for all areas of the application for which the County has implemented integration methods per the documentation.

The system may not be considered acceptable if it encounters any unresolved severity 1 problems. Customer will accept the system in parts as indicated in the project plan and in conjunction with the system test plans.

TRAINING PROGRAM

In an attempt to meet County's training requirements, the following schedule has been constructed to offer a purchased block of training for classes up to 25 students. The following classes are currently available:

PRODUCT	Length of Training in Days
Assessment and Case Planning Refresher Training	1
Full 2-Day Assessment Training	2

PAYMENT SCHEDULE

The schedule of payment is as follows:

Software hosting fees are due as set forth above. Compensation for training will be invoiced as delivered. All invoices are /net 30.

EXHIBIT D: SCOPE OF WORK

Noble is offering adult and juvenile implementations of the Noble Assessment Platform to Kings County as a cloud-based service hosted by Noble. Noble will provision the Platform with the SRA and ONA adult tools, the PACT and PACT Pre-screen tools for juveniles, and attendant case plans.

DELIVERABLE 1: NOBLE ASSESSMENT PLATFORM

Noble will provide hosting for two installations of the Noble Assessment Platform for 73 users within Kings County Probation—one each for adult and juvenile users. The Platform will be provisioned with the following automated assessments:

- Noble PACT
- Noble PACT Pre-Screen
- PREA
- Detention Risk Assessment Instrument (DRAI)
- MAYSI™-2
- Static Risk Assessment, V2 (SRA)
- Offender Needs Assessment (ONA)

The Assessment Platform allows for an unlimited number of subjects and assessments to be completed by users. Additionally, case planning functionality is included in the platform and allows for unlimited case plans to be completed. Two case plans (one based on the PACT and one based on the ONA) that are customized to County's unique needs are included in the product at no extra charge. Noble's Title-IV-E case plan for juveniles is approved for use by the California DCSS.

The Assessment Platform also includes full access to Noble's integration specifications for integration with any on premise case management systems used by County, and is provided at no additional cost. This integration is designed to save time and avoid data entry errors by allowing for single-sign on into the platform, automatic transfer of subject demographic information, and automatic entry of criminal history information.

Noble also includes the ability to transfer subjects and related information to other customers using the Noble system, at no additional charge.

Requirements

County computers need to be running Internet Explorer 11 or later to access and utilize the assessment platform and have Adobe Reader installed for the viewing of reports within the system. Noble recommends using the latest versions of Internet Explorer, Google Chrome, or Mozilla Firefox for the best user experience.

DELIVERABLE 2: TRAINING

Noble also offers a full complement of training courses, available at a daily rate of \$2,200 per day. All expenses are covered by this rate, and class size is 25 individuals. We include this information only for the sake of informing County of the full suite of services available. Assessment Tool and Case Plan Training – This two-day session is designed for line staff and supervisors to learn the selected assessment tool and the eight guiding principles of effective interventions. Juvenile users focus on the PACT assessments, and Adult users receive training on the SRA and ONA tools. Included Case Plan training includes sessions on effective interviewing and the creation of case plans that are actionable, effective, and meaningful in the lives of offenders and their families.

- Assessment and Case Plan Refresher Training – This one-day session is scheduled to fall approximately three months after the go-live date of the application, and is suggested annually thereafter. The curriculum is designed to help maintain fidelity to the assessment model and refresh attendees on core principles after critical experience has been gained.
-

Requirements

County will need to provide a suitable training facility for the number of staff trained. All participants will need access to a computer with an internet connection, Microsoft Internet Explorer 11 or later, and Adobe Reader. Internet access for the instructor is required.

INTER-RATER RELIABILITY SITE

An important component of a sustainable evidence-based practices initiative is quality control: ensuring that your staff is maintaining fidelity to the chosen instrument and model. Noble offers a product that simply has no peer in the industry, our Inter-rater Reliability Site. This subscription service allows your staff to be assigned to classes and watch a professional interview based on the PACT or ONA assessment. Participants then administer an assessment based on the video. Results can be analyzed for individuals, classes, and in total aggregate, ensuring your ability to spot trends and guide training within the agency. Noble can help staff analyze the results and create highly tailored training curriculum to refresh staff and ensure high inter-rater assessment results. This service is completely optional and not required to use the Noble Assessment Platform. We include this here in order to make the full set of available options known. It can be added as a purchase order, amendment, or separate contract at any time in the future with no price penalty.

Requirements

County computers need to be running Internet Explorer 11 or later to access and utilize the assessment platform and have Adobe Reader installed for the viewing of reports within the system. Noble recommends using the latest versions of Internet Explorer, Google Chrome, or Mozilla Firefox for the best user experience.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 31, 2018

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: DENY CLAIM FOR DAMAGES FOR RAPPOR LYON

SUMMARY:

Overview:

Claim for Damages are received by the Board of Supervisors and reviewed by the Risk Manager, as well as County Counsel. Their recommendation is brought before your Board for your consideration.

Recommendation:

Deny the Claim for Damages filed by Rappor Lyon and direct County Counsel to advise the claimant of your action.

Fiscal Impact:

None with this action.

BACKGROUND:

On June 13, 2018, a claim for damages was filed by Mark Leeds on behalf of their client, Rappor Lyon, claiming that a Kings County Employee ordered him to abate a chemical spill without training, proper equipment and supervision, causing him to be burned over approximately 30% of his body. Upon receipt of the Claim for Damages, the County Counsel's office investigated the allegations made by the Claimant and determined that pursuant to Government Code section 912.6, the Claim is without merit.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 31, 2018

SUBMITTED BY: County Counsel – Colleen Carlson

SUBJECT: STATEMENT OF WORK WITH ERNST & YOUNG, LLP REGARDING
KINGS COUNTY’S WATER SUPPLY CONTRACT

SUMMARY:

Overview:

Ernst & Young Limited Liability Partnerships (LLP), independent auditors, have been examining the capital and operating costs of the state water facilities appearing in the accounting records of the California Department of Water Resources on behalf of numerous water contractors for the past many years. This occurs through a multi-year Master Agreement and annual Statement of Work.

Recommendation:

Authorize the Chairman to sign and approve the Statement of Work with Ernst & Young LLP for the 12-month audit period regarding Kings County’s Water Supply Contract, ending June 30, 2019.

Fiscal Impact:

None. The costs incurred in the audit are recouped through the administration of the contract by Tulare Lake Basin Water Storage District. Each year of the five-year term, Ernst and Young, LLP provides a Statement of Work and expected charges based on the number of contractors participating in the shared cost arrangement. If all the agencies who are presently participating in the services rendered by Ernst & Young, LLP enter into agreements with them, the maximum fees for services to Kings County will not exceed \$2,859 for the 12-month audit period ending June 30, 2019 (which is \$115 more than last year) as shown in Exhibit A of the Statement of Work. However, if all the agencies presently participating do not enter into agreements with Ernst & Young for services during the twelve-month period ending June 30, 2018, the maximum fees to Kings County will vary between \$2,859 to \$3,574 (which is \$115 to \$830 more than last year). In addition to maximum fees under Exhibit A, maximum fees under Exhibit B will not exceed \$281 for Kings County. Exhibit B covers “other consulting” expenses, which could involve an item of particular interest revealed during the audit, which the Contractors determine, is worth pursuing in further depth. Whatever the amount, it is initially advanced from Fund No. 712000, Account No. 82228320 (State Water Purchases) by the County and reimbursed by the agencies which take the water, Tulare Lake Basin Water Storage District.

(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

STATEMENT OF WORK WITH ERNST & YOUNG, LLP REGARDING KINGS COUNTY'S WATER SUPPLY CONTRACT

July 31, 2018

Page 2 of 2

BACKGROUND:

The County and many other State Water Project contractors have contracted with Ernst & Young, LLP to audit California Department of Water Resources project records to confirm the charges comply with contractual commitments. This has typically been done through a five-year master agreement approved by the Board. Your Board approved the most recent Master Agreement on June 20, 2017, which continues through June 30, 2022. A copy of the June 29, 2018 Statement of Work has been provided to the Clerk of the Board for your viewing.



Ernst & Young LLP
Sacramento Office
Suite 300
2901 Douglas Boulevard
Roseville, CA 95661

Tel: +1 916 218 1900
Fax: +1 916 218 1999
ey.com

Statement of Work

This Statement of Work with the attached Exhibits, dated June 29, 2018 (this SOW) is made by Ernst & Young LLP (“we” or “EY”) and County of Kings on behalf of itself (“you” or “Client”), pursuant to the Master Services Agreement, dated May 31, 2017 (MSA), between EY and County of Kings (the Agency).

The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other SOW pursuant to the MSA. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings defined in the MSA, including references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the MSA. This SOW sets forth the terms and conditions on which EY will perform certain professional services as described in Exhibit A (the Services) for Agency, a member of the State Water Contractors (the “Contractors” or “SWC”) Independent Audit Association (IAA), for the twelve months ending June 30, 2019.

Any changes to the above scope of work will be agreed upon in writing and signed by both parties and will amend this original SOW.

The Services are advisory in nature and will not constitute an audit performed in accordance with Generally Accepted Accounting Principles. EY will perform the Services in accordance with the Statement of Standards for Consulting Services (CS100) of the American Institute for Certified Public Accountants (AICPA). As part of your review of the terms of this Agreement, please refer to the enclosed letter from Mr. Craig Wallace of the IAA Audit Contract Negotiating Committee.

Your specific obligations

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the MSA, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.



Ernst & Young LLP
Sacramento Office
Suite 300
2901 Douglas Boulevard
Roseville, CA 95661

Tel: +1 916 218 1900
Fax: +1 916 218 1999
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Scope of services

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the MSA. This SOW sets forth the terms and conditions on which EY will perform certain professional services as described in Exhibit A (the Services) for Agency, a member of the State Water Contractors (the “Contractors” or “SWC”) Independent Audit Association (IAA), for the twelve months ending June 30, 2019.

Any changes to the above scope of work will be agreed upon in writing and signed by both parties and will amend this original SOW.

The Services are advisory in nature and will not constitute an audit performed in accordance with Generally Accepted Accounting Principles. EY will perform the Services in accordance with the Statement of Standards for Consulting Services (CS100) of the American Institute for Certified Public Accountants (AICPA). As part of your review of the terms of this Agreement, please refer to the enclosed letter from Mr. Craig Wallace of the IAA Audit Contract Negotiating Committee.

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You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the MSA, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.



Specific additional terms and conditions

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by your vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Where our written consent under the MSA is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a letter substantially in the form of Exhibit D to this SOW. To the extent the Agency is permitted to disclose any written Report as set forth herein, it shall disclose such Report only in the original, complete and unaltered form provided by EY, with all restrictive legends and other agreements intact.

Unless prohibited by applicable law, we may provide Client Information to other EY firms, EY Persons and external third parties, who may collect, use, transfer, store or otherwise process such information in various jurisdictions in which they operate in order to provide support services to any EY Firm and/or assist in the performance of the Services.

After the Services under this SOW have been completed, we may disclose or present to prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

The Agency shall, among other responsibilities with respect to the Services, (i) make all management decisions and perform all management functions, including applying independent business judgment to EY work products, making implementation decisions and determining further courses of action in connection with any Services; (ii) assign a competent employee within senior management to make all management decisions with respect to the Services, oversee the Services and evaluate their adequacy and results; and



(iii) accept responsibility for the implementation of the results or recommendations contained in the Reports or otherwise in connection with the Services. The Agency hereby confirms that management of the Agency accepts responsibility for the sufficiency of the Services. In performing the Services neither EY nor EY's partners or employees will act as an employee of the Agency.

The Agency represents and warrants to EY that the Agency's execution and delivery of this Agreement has been authorized by all requisite corporate or other applicable entity action and the person signing this Agreement is expressly authorized to execute it on behalf of, and to bind, the Agency.

The performance of the Services and the parties' obligations in connection therewith are subject to the additional terms and conditions set forth in the MSA.

It is understood that the Agency is not bound by our findings in any controversy or disagreement between the Agency and the Department of Water Resources (the "Department") should the Agency disagree with our findings.

We would also request that, if any IAA member discovers discrepancies in billings or other financial statements relative to their State Water Project costs, in addition to your working with the Department to correct the error, please notify EY for potential future inclusion as part of their procedures related to all IAA members.

Fees and billing

The General Terms and Conditions of the Agreement address our fees and expenses generally.

The total fees for these Services to be rendered to the Agency, as well as an allocation of the total fees for each member agency of the IAA, appear in Exhibits A and B attached (no procedures or fees have been allocated to Exhibit B in this contract). Our total fees pursuant to Exhibit A to be charged to all members of the IAA entering into agreements with us shall not exceed \$509,000 for the twelve months ending June 30, 2019. This agreement will not be effective unless, in addition to the Agency, a sufficient number of other IAA agencies enter into agreements with us for such Services whose combined allocated fee would represent not less than 80% of \$509,000 based on the 100% participation fee allocation (see column 2 at A-4). If all agencies who are presently participating in the Services rendered by our firm enter into agreements with us for this twelve-month period, the maximum fees for our Services to your Agency will not exceed \$2,859 for Exhibit A. However, if not all of the participating agencies enter into agreements with us for services during the twelve-month period ending June 30, 2019, the maximum fees to your Agency will vary between the above-mentioned amount and \$3,574, which represents the maximum fees should sufficient agencies enter into agreements with us with a combined allocated fee of not less than 80%, as stated above.

In addition to the maximum fees under Exhibit A, maximum fees under Exhibit B shall not exceed a total of \$50,000 or \$281 for the Agency unless agreed to by the IAA. As noted above, no procedures have been allocated to Exhibit B. Prior to any expenditures under Exhibit B, said work must be specifically requested in writing in advance of any work being performed. Areas of potential focus for Exhibit B projects could



include procedures agreed to by EY and the IAA in advance related to one or more of the items identified in Exhibit A. In prior years Exhibit B special projects have included projects such as assessing implementation and billing issues relating to the new SAP-based Cost Allocation and Repayment Analysis System (CARA), and studies to evaluate a pay-as-you-go system for funding conservation related operating costs incurred by the Department.

We have also included Exhibit C as part of this contract, which provides the opportunity for individual Contractors to enter into separate agreements for additional services with EY. There are currently no fees related to Exhibit C included herein.

The results of our procedures will include a presentation of our findings, observations and recommendations to be held in Sacramento, California for any interested Contractors. Any presentations requested at individual Contractor locations will be negotiated with the individual Contractor under Exhibit C and will be paid for by that Contractor.

Invoices for time and expenses will be billed monthly and are due upon receipt.



In witness whereof, the parties have executed this SOW as of the date set forth above.

County of Kings

Ernst & Young, LLP

Representative

Representative

Signature

Signature

Printed Name

Joe Pirnik

Printed Name

Title

Authorized Signatory

Title

Address

Ernst & Young LLP
Suite 300
2901 Douglas Boulevard
Roseville, CA 95661

Address

Date

June 29, 2018

Date

EXHIBIT A

I. SCOPE OF ENGAGEMENT

A-1 EY will work with the IAA, the SWC Audit/Finance Committee, and any subcommittees thereof, and the Department during the twelve months ending June 30, 2019 relating to matters currently being discussed between the SWC and the Department.

EY's Services to be rendered as described in this Exhibit shall be determined by the IAA at its discretion. These Services shall include:

1. Completion of the 2018/2019 procedures as outlined further below
2. Participation in all meetings of the SWC Audit/Finance Committee, which is a basic forum for communications between the State Water Project Contractors and the Department's staff on financial and accounting matters.
3. Cooperation with any subcommittees of the IAA assigned to study and resolve specific problem areas, such as the dispute resolution work group.
4. Review of reports and other documents prepared by the Department and disseminated at these meetings.
5. Provide an annual report setting forth the findings, comments, and recommendations related to our Services.

Report definitions

The assessment of risk of future occurrence, included in the findings summary tables in the report, provides the IAA with a meaningful measurement of the likelihood of similar findings in subsequent years if this issue is not addressed by the appropriate parties. This assessment of risk of future occurrence is based on knowledge obtained during discussions with the Department personnel and performance of procedures under this Exhibit A. Below are the definitions used in the report of findings and recommendations for the twelve months ending June 30, 2019 and we concur with these definitions.

Risk of Future Occurrence:

- A. High – it is highly likely (or probable) that the error or process failure will be repeated
- B. Medium – it is more likely than not that the error or process failure will be repeated
- C. Low – it is possible that the error or process failure will be repeated

During the twelve months ending June 30, 2019, the Services will include the following procedures.

2018/2019 Procedures

The procedures for the fiscal year ended June 30, 2019 were designed using estimated budgeted hours of 3,000. We will perform all procedures included in items 1-6 below. We will perform the procedures in items 7-8 if time permits. As a part of these procedures, we will regularly meet with the IAA to discuss the progress under this engagement. We will also submit the Report to each agency setting forth the findings, observations, and recommendations related to our Services.

The following items represent the risks, risk factors, and procedures requested and determined by the IAA for the Contractors to be performed for the 2019 Statement of Charges (SOC) engagement:

Primary Procedures (Items 1-6)

1. Statement of Charges Testing

Risk:

- Incorrect amounts billed to Contractors for each component by the Department.

Risk Factors:

- Manual adjustments made to SAP data to arrive at amounts billed. Manual processes create opportunities for errors.
- High importance of accurate Contractor bills.
- Actual costs reported in the bills can be misstated.

Areas of Focus:

- Determine that all SOC amounts are internally consistent and agree to the Bulletin 132-18 for five Contractors selected for testing (to be provided by the IAA).
- Agree the debt service amounts in the SOC Attachments to the appropriate debt service schedule.
- Comparison of the current year SOC Attachments to the prior year SOC Attachments.
- Assessment of manual adjustments.
- Assess the actual costs charged to various areas of the project.
- Assess the factors for distributing reach capital and minimum costs among the Contractors.

2. System Power Costs – Variable Transportation

Risk:

- Incorrect Contractor charged and/or incorrect allocation of costs between Contractors.

Risk Factors:

- Calculation of the allocation factors is a manual process. Manual processes create opportunities for errors.
- Estimated Table 2 projected costs (invoicing rate) may not reflect actual costs incurred.
- Potential for high dollar impact (\$250 million net system power costs in 2016).

Areas of Focus:

- Vouch power costs and power revenues from SAP greater than \$500 thousand and assess the classification of costs.
- Reconcile the 2017 Preliminary Allocation of Power Costs (PALPOC) to UCABS (SAP). Recalculate appropriate inputs to the 2017 PALPOC (e.g., Value of Recovery Generation credits, direct-to-plant transmission, etc.).
- Recalculate the 2017 calendar year power allocation factors used in UCABS (SAP) to allocate net power costs.
- Recalculate the billed amounts for the transportation variable cost component for 2017 for the five Contractors selected (to be provided by the IAA).

3. Delta Water Charge

Risk:

- Incorrect amounts charged to Contractors for conservation based on actual and estimated costs.

Risk Factors:

- Calculation of Delta Water Charge is a manual process.
- New rate reduction measures and elimination of future estimates beyond 2022 create opportunities for errors.
- Potential for high dollar impact (\$298 million in Delta Water Charges in 2016).

Areas of Focus:

- Recalculate the Delta Water Charge used in the SOC.
- For prior year actual costs included in the calculation, compare costs in SAP to the Department's calculation and investigate variances over \$100 thousand.
- Obtain an understanding of future estimates included in the calculation and perform appropriate procedures to assess such estimates.
- Test the Hyatt-Thermalito credit to the Delta Water Charge.

4. Alpha Allocation Cycles

Risk:

- Incorrect Contractor charged and/or incorrect allocation of costs between Contractors.

Risk Factors:

- The F-series and SAA/SAE alpha allocation cycles update performed on an annual basis is a manual process. Manual processes create opportunities for errors.
- New alpha allocation cycles are created each year.
- Potential for high dollar impact (\$263 million allocated by alpha allocation cycles in 2016).

Areas of Focus:

- Examine all cost centers from SAP to determine which cost centers represent alpha cost centers.
- Select alpha cost centers with the largest total annual costs.
- Review costs being posted to selected alpha cost centers based on activities charged to the alpha cost center through examination of invoices posted and discussions with the project managers, as necessary.
- Review the current year alpha standardization activity performed by the Department.
- Review the current year alpha update performed by the Department.
- Review the F-series and S-series updates performed by the Department.

5. New and Changed Master Data

Risk:

- Incorrect allocation of costs (based on functional area selected).
- Incorrect recovery of costs (recovery determines SOC component).
- Incorrect funding source is used (capital fund versus operating funds).

Risk Factors:

- New paperless process of setting up master data creates opportunities for errors.
- Potential impact (initial setup of master data determines posting of costs in future periods).
- Project Managers' possible lack of understanding of allocation cycle when allocating costs.

Areas of Focus:

- Use SAP to determine functional areas created and changed in the current year.
- Determine how costs are being allocated among and recovered from Contractors.
- Based on activities being performed and the analysis of costs posted to Internal Orders or Work Breakdown Structures, assess functional area, recovery, and funding.

6. Rate Management Calculation Including Revenue and Cost Data

Risk:

- Rate Management Credits are improperly allocated among the Contractors.
- Rate Management Credits are improperly calculated based on the revenue and expenditure data in the funds available for rate management credits statement prepared by the Department.

Risk Factors:

- Calculation of Rate Management Credits is a manual process.
- Lack of review and approval process for the Rate Management Credit calculation.
- Outdated information used to calculate credits due to the Contractors.

Areas of Focus:

- Obtain the rate management allocation schedule used for the 2019 SOC and review the allocation methodology for sample selected.
- Obtain the most recent funds available data schedule for the rate management credits and assess a sample of the largest balances.
- Compare the figures selected to the future forecasts, and investigate any significant differences.
- Perform a review of revenues including systems revenue and 51e (amount in excess of Rate Management Credits).
- Perform a review of revenues and related cash funds.

Other Procedures (Items 7-8)

These procedures will only be performed as time permits after completion of items 1-6 above and consideration of the estimated 3,000 hour time budget.

7. Conservation and Transportation Future Estimates

Risk:

- Incorrect amounts charged to Contractors for conservation and transportation costs based on estimates.

Risk Factors:

- Budgeted amounts reflected in the future estimates may differ materially from actual charges.
- Calculation is a manual process. Manual processes create opportunities for errors.
- Questionable budgeting process.

Areas of Focus:

- Gain an understanding from the Department of the process for calculating the future estimates.
- Obtain support for the future estimates and reconcile support to the SOC.
- Recalculate the component using the future estimates.
- Assess the future estimates by agreeing the estimates to supporting schedules, budgets, etc.
- Obtain support for any extraordinary projects included in the future estimates.

8. Debt Service Procedures

Risk:

- Incorrect bond debt service charged to the Contractors.

Risk Factors:

- Water System Revenue Bond Surcharge calculation is a manual process. Manual processes create opportunities for errors.
- Cost/debt reconciliation project ongoing adjustments to the calculation creates opportunities for errors.
- Water System Revenue Bond Surcharge currently does not reflect the results of the cost/debt reconciliation project.

Areas of Focus:

- Reconcile any new bond offerings to the debt service schedules.
- Assess changes made to the cost/debt reconciliation project from previous versions.

II. FEES FOR EY SERVICES

- A-2. Total fees for Exhibit A services performed by EY will not exceed \$509,000, including reasonable and necessary out-of-pocket expenses, which represent an estimated 3,000 hours to be incurred.

III. ALLOCATION OF FEES

- A-3. The maximum aggregate fee set forth in paragraph A-2 shall be apportioned among the agencies named in paragraph A-4 based on a basis consistent with prior years.

IV. MAXIMUM AGGREGATE FEE FOR EACH AGENCY

A-4. The portion of the maximum aggregate fee set forth in paragraph A-2 applicable to each agency in conformity with the methodology set forth in paragraph A-3 is shown below:

<u>Agency</u>	<u>Maximum fee for each agency, provided all agencies listed below enter into agreements with EY</u>	<u>Maximum fee for each agency, provided 80% of agencies listed below enter into agreements with EY</u>	<u>Percent of total</u>
Alameda County Flood Control and Water Conservation District, Zone No. 7	\$ 24,767	\$ 30,959	4.9%
Alameda County Water District	12,902	16,127	2.5
Antelope Valley-East Kern Water Agency	44,496	55,620	8.7
Casitas Municipal Water District	6,143	7,679	1.2
Castaic Lake Water Agency	29,245	36,556	5.7
Central Coast Water Authority	13,974	17,467	2.7
City of Yuba City	2,949	3,686	0.6
Coachella Valley Water District	42,502	53,127	8.4
County of Kings	2,859	3,574	0.6
Crestline-Lake Arrowhead Water Agency	1,782	2,228	0.4
Desert Water Agency	17,127	21,409	3.4
Dudley Ridge Water District	13,932	17,415	2.7
Empire West Side Irrigation District	922	1,153	0.2
Kern County Water Agency	127,250	159,062	25.0
Littlerock Creek Irrigation District	707	884	0.1
Mojave Water Agency	26,358	32,947	5.2
Napa County Flood Control and Water Conservation District	8,917	11,146	1.8
Palmdale Water District	6,543	8,179	1.3
San Bernardino Valley Municipal Water District	31,519	39,399	6.2
San Gabriel Valley Municipal Water District	8,848	11,060	1.7
San Geronio Pass Water Agency	5,315	6,644	1.0
San Luis Obispo County Flood Control and Water Conservation District	7,680	9,600	1.5
Santa Clara Valley Water District	30,720	38,400	6.0
Solano County Water Agency	14,671	18,339	2.9
Tulare Lake Basin Water Storage District	<u>26,872</u>	33,590	<u>5.3</u>
Total	<u>\$ 509,000</u>		<u>100.0%</u>

V. PAYMENT SCHEDULE

This is the payment schedule for the Agency.

<u>August 10, 2018 Billing</u>	<u>September 10, 2018 Billing</u>	<u>October 10, 2018 Billing</u>	<u>November 12, 2018 Billing</u>	<u>December 10, 2018 Billing</u>	<u>Total Billing</u>
\$857	\$572	\$572	\$572	\$286	\$2,859

EXHIBIT B

I. OTHER CONSULTING SERVICES

EY shall, during the twelve months ending June 30, 2019, perform other services if requested by the IAA. No such work shall be performed unless specifically authorized by the IAA in writing. Areas of potential focus for Exhibit B projects could include in depth procedures agreed to by EY and the IAA in advance related to one or more of the items identified in Exhibit A.

Total fees for such other consulting services shall 1) be agreed to prior to commencement of work, 2) be allocated among the agencies based on the same procedures included in the Exhibit A allocation, and 3) shall not exceed \$50,000, which represents an estimated 295 hours to be incurred, unless agreed to by the IAA, for the year ended June 30, 2019. Any part of the \$50,000 which is unused shall not be billed.

<u>Agency</u>	<u>Maximum fee for each agency, provided all agencies listed below enter into agreements with EY</u>	<u>Percent of total</u>
Alameda County Flood Control and Water Conservation District, Zone No.7	\$ 2,433	4.9%
Alameda County Water District	1,267	2.5
Antelope Valley-East Kern Water Agency	4,371	8.7
Casitas Municipal Water District	604	1.2
Castaic Lake Water Agency	2,873	5.7
Central Coast Water Authority	1,373	2.7
City of Yuba City	290	0.6
Coachella Valley Water District	4,175	8.4
County of Kings	281	0.6
Crestline-Lake Arrowhead Water Agency	175	0.4
Desert Water Agency	1,681	3.4
Dudley Ridge Water District	1,369	2.7
Empire West Side Irrigation District	91	0.2
Kern County Water Agency	12,500	25.0
Littlerock Creek Irrigation District	69	0.1
Mojave Water Agency	2,589	5.2
Napa County Flood Control and Water Conservation District	876	1.8
Palmdale Water District	643	1.3
San Bernardino Valley Municipal Water District	3,096	6.2
San Gabriel Valley Municipal Water District	869	1.7
San Geronio Pass Water Agency	522	1.0
San Luis Obispo County Flood Control and Water Conservation District	754	1.5
Santa Clara Valley Water District	3,018	6.0
Solano County Water Agency	1,441	2.9
Tulare Lake Basin Water Storage District	<u>2,640</u>	<u>5.3</u>
Total	<u>\$ 50,000</u>	<u>100%</u>

EXHIBIT C

I. INDIVIDUAL CONTRACTOR AGREEMENTS

EY may, during the twelve months ending June 30, 2019, perform other consulting services as requested by individual Contractors. These services will be performed and billed separately from the services outlined in Exhibits A and B.

The terms and conditions of any procedures performed under Exhibit C, including payment terms, will be outlined in a separate Statement of Work (SOW). These services, which will be agreed to by EY and the requesting Contractor in advance, will be documented in the example SOW attached to herein as Exhibit C-1. An Exhibit C-1 statement of work will be made available to any Contractor upon request. All other provisions of the Contractor's signed contract with EY for the twelve months ending June 30, 2019 will continue to be in effect.

Total fees for such other consulting services shall be agreed to with the individual Contractor prior to commencement of work. The fees for services provided under Exhibit C will be outside of those referenced in Exhibits A and B, and will be paid for directly by the requesting Contractor.

EXHIBIT C-1

Statement of Work

This Statement of Work with the attached Exhibit, dated June 29, 2018 (this SOW) is made by Ernst & Young LLP (“we” or “EY”) and County of Kings on behalf of itself (“you” or “Client”), pursuant to the Agreement, dated June 29, 2018 (the Agreement), between EY and County of Kings (the Agency).

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Master Services Agreement (MSA) by and between EY and the Agency dated May 31, 2017. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings defined in the MSA, including references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. This SOW sets forth the terms and conditions on which EY will perform certain professional services as described [INSERT DEFINITION OF SERVICES] (the Services) for Agency, a member of the State Water Contractors Independent Audit Association (IAA), for the twelve months ending June 30, 2019.

Any changes to the above scope of work will be agreed upon in writing and signed by both parties and will amend this original SOW.

The Services are advisory in nature and will not constitute an audit performed in accordance with Generally Accepted Accounting Principles. EY will perform the Services in accordance with the Statement of Standards for Consulting Services (CS100) of the American Institute for Certified Public Accountants (AICPA).

Your specific obligations

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the MSA, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.

Specific additional terms and conditions

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by your vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Where our written consent under the MSA is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a letter substantially in the form of Exhibit D to the Agreement. To the extent the Agency is permitted to disclose any written Report as set forth herein, it shall disclose such Report only in the original, complete and unaltered form provided by EY, with all restrictive legends and other agreements intact.

Unless prohibited by applicable law, we may provide Client Information to other EY firms, EY Persons and external third parties, who may collect, use, transfer, store or otherwise process such information in various jurisdictions in which they operate in order to provide support services to any EY Firm and/or assist in the performance of the Services.

After the Services under this SOW have been completed, we may disclose or present to prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

The Agency shall, among other responsibilities with respect to the Services, (i) make all management decisions and perform all management functions, including applying independent business judgment to EY work products, making implementation decisions and determining further courses of action in connection with any Services; (ii) assign a competent employee within senior management to make all management decisions with respect to the Services, oversee the Services and evaluate their adequacy and results; and (iii) accept responsibility for the implementation of the results or recommendations contained in the Reports or otherwise in connection with the Services. The Agency hereby confirms that management of the Agency accepts responsibility for the sufficiency of the Services. In performing the Services neither EY nor EY's partners or employees will act as an employee of the Agency.

The Agency represents and warrants to EY that the Agency's execution and delivery of this Agreement has been authorized by all requisite corporate or other applicable entity action and the person signing this Agreement is expressly authorized to execute it on behalf of, and to bind, the Agency.

The performance of the Services and the parties' obligations in connection therewith are subject to the additional terms and conditions set forth in the MSA.

It is understood that the Agency is not bound by our findings in any controversy or disagreement between the Agency and the Department of Water Resources should the Agency disagree with our findings.

We would also request that, if any IAA member discovers discrepancies in billings or other financial statements relative to their State Water Project costs, in addition to your working with the Department to correct the error, please notify EY for potential future inclusion as part of their procedures related to all IAA members.

Project deliverables

The matrix below lists the specific deliverables and related timelines that EY will provide to **(insert Contractor)**.

Deliverable	Timeline	Comments

Additional responsibilities

EY will provide **(insert Contractor)** with a timeline/schedule related to all project deliverables prior to the start of work on the project.

EY will notify **(insert Contractor)** in writing of any incremental changes to the original project estimate.

Production of all elements described in the “Project deliverables” section of this SOW is to be included in the cost breakdown under the “Pricing and payment terms” section below, agreed upon by **(insert Contractor)** and EY for this project.

Fees and billing

Below is a summary of the current cost estimates for this SOW. Due to the complexities and variable nature of this project, actual costs could vary from these estimates. In the event costs are expected to exceed the estimate, EY will contact **(insert Contractor)** before performing any additional work.

Out-of-pocket expenses incurred during this contract are not included in the above SOW estimated cost. Expenses include such items as travel, meals, accommodations, and other administrative expenses based on actual amounts incurred.

Invoices for time and expenses will be billed monthly and are due upon receipt.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the day and year written below.

County of Kings

Ernst & Young, LLP

Representative

Representative

Signature

Signature

Printed Name

Printed Name

Title

Title

Address

Address

Date

Date

EXHIBIT D
FORM OF ACCESS LETTER

[Letterhead of EY]

[Addressee (e.g., third party seeking access to EY Report)]

[Month XX, 20XX]

[Street Address]

[City, State Zip]

Dear [] :

[Client] (the "Client") has informed Ernst & Young LLP ("EY") that it wishes to disclose to [party seeking access] (the "Recipient") EY's [describe report(s)] , dated [] , relating to [describe subject] (the "Report(s)"). EY has not placed any limitations on the Client's ability to disclose any contents of the Report relating to the tax aspects or structure of any transaction proposed by the Client.

EY performed Services only for the Client. EY did not undertake the Services on behalf of, or to serve the needs of, the Recipient or any other third party. As part of such services, EY did not audit the Client's financial statements, subsequent to the date(s) of the Report(s).

EY prepared the Report(s) solely for the Client. The Report(s) address[es] only the issues identified by the Client, and [is/are] based solely on information obtained by EY using the procedures specified by the Client or otherwise provided by or on behalf of the Client. The Report(s) [is/are] subject to many limitations and [do/does] not provide any form of assurance with respect to any of the information referred to therein. The Recipient understands and accepts the scope and limitations of the Report(s).

Except (1) where compelled by legal process (of which the Recipient will immediately notify EY and tender to EY, if it so elects, the defense thereof), (2) with respect to any contents of the Report relating to the tax treatment and tax structure of the proposed transaction (including any facts that may be relevant to understanding the proposed tax treatment of the proposed transaction), or (3) with EY's prior written consent, the Recipient will not, circulate, quote, disclose or distribute any of the Report(s) or any information contained therein, or any summary or abstract thereof, or make any reference thereto or to EY, to anyone other than the Recipient's directors, officers or employees or legal advisors who, in each case, need to know its contents in order to _____ , and who have agreed to be bound by the terms and conditions of this agreement to the same extent as the Recipient.

The Recipient further agrees that it will not, and will not permit others to, quote or refer to the Report, any portion, summary or abstract thereof, or to EY, in any document filed or distributed in connection with (a) a purchase or sale of securities to which the United States or state securities laws ("Securities Laws") are applicable or (b) periodic reporting obligations under Securities Laws. The Recipient will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

In further consideration of EY allowing the Recipient access to the Report(s) and the information contained therein, the Recipient agrees that:

1. It does not acquire any rights against EY, and EY does not assume any duties or obligations to the Recipient or otherwise, as a result of such access.
2. It will not rely on the Report(s) or any portion thereof and will make no claim that it has done so.
3. It will make no claim against EY, its partners, employees or affiliates, or other members of the global Ernst & Young network (collectively, the "EY Parties" that relates in any way to the Report(s), any information contained therein, or the Recipient's access to the Report(s).
4. To the fullest extent permitted by applicable law, it will indemnify, defend and hold harmless the EY Parties from and against any claim or expense, including reasonable attorneys' fees, suffered or incurred by any EY Party relating to any breach by the Recipient of any of its representations or agreements contained herein or the use or disclosure of the Report(s) or any portion thereof by anyone who received it directly or indirectly from or at the request of the Recipient.

Very truly yours,

Ernst & Young LLP

Accepted by:

[Addressee]

By: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 31, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: ACTIVE TRANSPORTATION PROGRAM CYCLE 4 GRANT APPLICATIONS
AND RELATED DOCUMENTS

SUMMARY:

Overview:

The Public Works Department in partnership with Peters Engineering Group has prepared two Active Transportation Program (ATP) Cycle 4 grant applications to secure funding for curb, gutter, and pedestrian path improvements in the unincorporated community of Kettleman City. Prior to submitting the applications, staff is requesting the Board’s support and approval to proceed.

Recommendation:

1. Authorize the Chairman to sign the letter of support for the two Kettleman City Active Transportation Program Cycle 4 Grant Applications; and
2. Authorize the Public Works Director to apply for the two grants and sign all related documents.

Fiscal Impact:

The proposed projects will not impact the General Fund. If the grants are awarded there will be expenditures from the County Road Fund for nonparticipating costs. Cost estimate are provided below.

BACKGROUND:

Two applications have been prepared for submission. The first proposes to construct pedestrian pathways (Portland Cement concrete sidewalks, curbs and gutters) along Becky Pease Street from General Petroleum Avenue to Edwards Street, connecting to the recently completed Safe Routes to School project. Three streets connecting to SR 41 will be improved as well. The second is to construct an asphalt concrete pedestrian pathway on the west side of SR41 from Edwards Street to General Petroleum Avenue. Please refer the attached drawings.

(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

ACTIVE TRANSPORTATION PROGRAM CYCLE 4 GRANT APPLICATIONS AND RELATED DOCUMENTS

July 31, 2018

Page 2 of 2

All consultant fees and staff hours for the grant applications have been funded by the County Road Fund. Design and participating (grant eligible) construction costs will be reimbursed with ATP Grant funds. Non-participating costs include street reconstruction and certain drainage improvements. The deadline for submission of the applications is close of business on July 31, 2018.

The draft grant applications are available with the Clerk to the Board of Supervisors.

Estimated costs are as follows:

Becky Pease Sidewalk Improvement Project

ATP Eligible Costs	\$826,342
Non-participating Costs	\$862,831
Total Project Costs	\$ 1,689,173

SR 41 Pedestrian Crossing and Pathway Improvements

ATP Eligible Costs	\$323,204
Non-participating Costs	\$0
Total Project Costs	\$ 323,204



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CONCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

July 31, 2018

Caltrans Local Assistance Engineer
Attn: Jim Perrault
855 M Street, Ste.200
P. O. Box 12616
Fresno, CA 93778-2616

RE: Kettleman City Active Transportation Program Cycle 4 Grant Applications

Dear Jim:

I have the privilege of representing Kettleman City as their County Supervisor, and I want to take this opportunity to express my fervent support for the proposed Active Transportation Program (ATP) projects. Additionally, the Kings County Board of Supervisors fully supports the applications submitted by County Public Works staff on behalf of Kettleman City for the ATP Cycle 4 grant funding. Pedestrian improvements are proposed along Becky Pease Street and SR41 as these roadways serve high volumes of automobile and pedestrian traffic. Bicyclists would also be able to ride on the new paved sections, eliminating the danger of navigating rutted dirt shoulders. The proposed improvements will also provide a modicum of safe space for bikes.

The proposed projects would continue the integrated approach to student pedestrian safety and movement. The recently completed Safe Routes to School project serves as a catalyst for this next phase and will be contiguous with the proposed improvements. This grant will continue the investment in pedestrian safety and awareness. The proposed applications continue the shared vision that students and pedestrians should have safe and convenient ways to travel.

Sincerely,

Richard Valle, Chairman
District 2



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 31, 2018

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: EMPLOYEE HEALTH CENTER AGREEMENT

SUMMARY:

Overview:

Medcor is the current provider for the Employee Health Center’s on-site services. The current agreement with Medcor ends on August 10, 2018. On June 5, 2018, a study session was held to review different vendor options for the Employee Health Center. Your Board gave direction to approve a new contract with Wellness for Life CA, LLC.

Recommendation:

Consider authorizing the Chairman to sign the agreement between Kings County and Wellness for Life Medical CA, LLC. for a three year term to provide On-Site Medical Facility Management and services for Kings County Health Plan employee participants, their dependents and participating retirees effective August 11, 2018 through July 31, 2021.

Fiscal Impact:

For Fiscal Year (FY) 18-19, the contract cost will be \$660,516, for FY 19-20 the cost will be \$583,117 and for FY 20-21 the cost will be \$598,843. These costs will be paid for out of the Health Insurance Fund which is funded by both the employees and the County.

BACKGROUND:

In February, 2018, the Health Insurance Advisory Committee did a Request for Proposal for the Employee Health Care services. In April, 2018, three members of the Health Insurance Advisory Committee were approved for out-of-state travel to visit the top two vendors chosen.

(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

EMPLOYEE HEALTH CENTER AGREEMENT

July 31, 2018

Page 2 of 2

On June 5, 2018, the Health Insurance Advisory Committee recommended to the Board that Medcor's contract not be renewed. The current agreement with Medcor ends on August 10, 2018. The committee recommended a contract with Wellness for Life CA, LLC. and your Board agreed moving ahead with these recommendations.

Wellness for Life will provide on-site medical services as well as a musculoskeletal module. This additional service could be a cost saving measure to employees as well as the County Health Insurance Plan. The Wellness for Life contract offers "at risk guarantees" which means if they don't meet the established productivity and utilization goals, they will write Kings County a check for 41% of their contract fee.

The current requirements for using the Employee Health Center will remain the same meaning a Kings County employee must have County Health Insurance to use the clinic. Currently there is no co-pay and you do not have to use your sick time to visit the clinic, this remains the same. The current staffing of 1.0 Full Time Employee (FTE) Physician Assistant/Nurse Practitioner, 1.0 FTE Registered Nurse and 1.0 FTE Medical Assistant will also remain the same.

Wellness for Life's contract will be in effect August 11, 2018 through July 31, 2021. The County or Wellness for Life may terminate this Agreement at any time for any reason upon ninety (90) days written notice to the other Party.

The Health Insurance Committee feels changing to Wellness for Life will be beneficial to both the County and the employees by offering a broader range of services and practicing preventative measures which can save both the employees and the County Health Insurance Plan.

Professional Services Agreement

Execution Version

document title///

PROFESSIONAL SERVICES AGREEMENT WITH KINGS COUNTY

project title///

EMPLOYEE HEALTH CLINIC SERVICES

prepared for///

KINGS COUNTY

////////////////////////////////////

prepared by///

IGOR KOZUNOV

CEO

Wellness for Life Medical, LLC

t. 314-580-5718

ikozunov@healthcare-redefined.com

5654035.2



Wellness for Life CA, LLC

www.healthcare-redefined.com

t. 812-645-1892

PROFESSIONAL SERVICES AGREEMENT
KINGS COUNTY

This Contract, entitled Professional Services Agreement (hereinafter referred to as the “Agreement”), is entered into this 11th day of August, 2018 (“Effective Date”), by and between Wellness for Life CA, LLC (“WFL”) and Kings County (“County”), each of which may hereinafter be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, WFL owns and operates a program designed to coordinate and manage on-site healthcare clinics for local employers located at the employer's place of business (hereinafter the “Clinic”), which program includes, but is not limited to, contracting with qualified physician(s), nurse practitioner(s) and/or physicians assistants, and employing or contracting with medical assistant(s) and clinic staff to provide the services at the Clinic (such program in its entirety hereinafter referred to as the “Program”); and

WHEREAS, County desires to contract with WFL, and WFL desires to contract with County, for WFL to operate and manage the Program at the Clinic subject to the terms and conditions and agreements hereinafter set forth in this Agreement; and

WHEREAS, Integrating Healthcare PC (“IH”) is a professional medical corporation that employs and contracts with primary care physicians and nurse practitioners (collectively, the “Clinicians”) who are duly licensed and qualified to practice medicine in California, and IH has agreed to contract with WFL to provide the Medical Services (as hereinafter defined) at the Clinic; and

WHEREAS, the Clinic will serve to benefit County and its Participants (as hereinafter defined) and other participating employers (as approved by County and the County Clinic Manager (as hereinafter defined)).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

Section 1: Definitions

- 1.1 Services are defined in this Agreement as the Services set forth in the Statement of Work to be provided at the Clinic pursuant to this Agreement; for clarity, the Services include the Medical Services.
- 1.2 Medical Services are defined in this Agreement as the Services that are provided at the Clinic by physician(s) and/or nurse practitioner(s) employed by or contracted with IH.
- 1.3 Clinic is defined for purposes of this Agreement as the physical location where the Services are performed, and pharmaceuticals are dispensed, and to be established, operated, and managed by WFL at facilities leased or owned and provided by County pursuant to this Agreement.
- 1.4 Participants include:
 - 1.4.(a) employees of County and their dependents who are enrolled in the County health plan, and;

- 1.4.(b) if mutually agreed upon by Parties in writing, employees and dependents of County who are not enrolled in the County health plan, and;
- 1.4.(c) eligible employees and dependents of any other employer that contracts with Parties to use the Clinic, provided that:
 - 1.1.(c).i. WFL expands Clinic hours as needed to maintain adequate access to care for Participants, and;
 - 1.1.(c).ii. Non-Kings County employers' participation is approved by the County Clinic Manager.
- 1.5 Statement of Work ("SOW"), Exhibit A, which sets forth the Services, staffing, and which may be amended from time to time by the County Clinic Manager pursuant to this Agreement, shall be incorporated into this Agreement by this reference.
- 1.6 Eligible Participant Panel is defined for purposes of this Agreement as the total number of Participants participating in the Clinic who are authorized by their employer to use the Clinic.
- 1.7 County Clinic Manager is defined for purposes of this Agreement as an individual who, on behalf of County, will oversee the performance of WFL and IH, and authorize changes to Clinic staffing, scope of the Services, and any other details of operations, provided that the County Clinic Manager
 - 1.7.(a) shall only have the power to make changes to portions of Exhibit A as set forth in that exhibit; and
 - 1.7.(b) shall not have the power to make changes to this Agreement.

Section 2: Duties and Responsibilities

2.1 Duties and Responsibilities of WFL.

2.1.(a) **Services:** During the term of this Agreement, WFL shall:

- 2.1.(a).i. assist County in Clinic selection, design, build-out and implementation;
- 2.1.(a).ii. establish and manage the Clinic;
- 2.1.(a).iii. ensure the availability of the Medical Services;
- 2.1.(a).iv. enter into agreements with other employers for purposes of participating in Clinic, provided that County approves such agreements.

WFL shall have all authority to direct the administrative, professional, and ethical aspects of the Clinic, provided that WFL shall not have the authority to direct or affect in any way clinical decision making of Clinicians, and such authority shall reside with the Clinicians and IH, as specified in Section 2.2 of this Agreement.

2.1.(b) **Support Personnel:** WFL shall employ, or retain as independent contractors, clinical and non-clinical Support Personnel, but not including the Clinicians, who shall be retained by IH as set forth in Section 2.2. of this Agreement, as deemed necessary by WFL to fulfill WFL's duties and responsibilities under this Agreement. The Support Personnel shall be provided by WFL in accordance with the following provisions:

- 2.1.(g).i. All Support Personnel shall remain under the direction and control of WFL.
 - 2.1.(g).ii. WFL shall direct and supervise the recruitment, hiring, training, performance, work and termination of all Support Personnel.
 - 2.1.(g).iii. WFL shall pay all salaries, wages, any other compensation, employee benefit expenses, expense reimbursement expenses, applicable taxes, workers' compensation insurance, fringe benefit programs and all state and federal tax obligations imposed on WFL with respect to all Support Personnel; provided, however, that County shall reimburse WFL for any and all costs and expenses of such Support Personnel equal to County's Annual Share of Resources percentage of the total cost of the Support Personnel.
 - 2.1.(g).iv. Upon a written request from County, WFL shall promptly remove from assignment to the Clinic any WFL Support Personnel who, in County's reasonable judgment, fails to comply with County's policies, fails to perform his or her duties in accordance with the provisions of this Agreement or applicable law, or engages in conduct that is detrimental to the operation or reputation of County.
- 2.1.(c) Medical and Office Equipment, Supplies and Pharmaceuticals: WFL shall purchase all medical and office equipment, supplies and pharmaceuticals as required by WFL for the purposes of operating the Clinic; provided, however, County shall reimburse WFL for the total costs and expenses of such equipment, supplies, and pharmaceuticals incurred by the Clinic.
- 2.1.(d) Insurance: WFL shall purchase and maintain professional liability insurance (i.e., malpractice insurance) and commercial general liability insurance providing coverage for WFL and its employees and independent contractors throughout the term of this Agreement in the following limits:
- 2.1.(d).i. Commercial General Liability, \$2,000,000 per occurrence, \$4,000,000 aggregate,
 - 2.1.(d).ii. Workers' compensation insurance and employer liability, \$1,000,000 per accident, and;
 - 2.1.(d).iii. Medical Professional Liability \$1,000,000 per occurrence, \$3,000,000 aggregate.

WFL shall provide a Certificate of Endorsement from WFL's Insurance Carriers guaranteeing such coverage to County prior to County's signing of this Agreement. In the event WFL fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager. 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 policies. No cancellation provisions in the insurance

policies shall be construed in derogation of the continuing duty of WFL to furnish insurance during the term of this Agreement.

- 2.1.(e) Medical Records: WFL shall maintain electronic medical records for all of the Participants seen by the Clinicians and/or Support Personnel, all of which shall be maintained in a professional manner that shall be consistent with the accepted practice of the community in which the Clinicians provide the Medical Services and the policies of WFL. WFL and the Clinicians will comply with the privacy standards required by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and state confidentiality laws and regulations as amended including, but not limited to, the Confidentiality of Medical Information Act as codified at Civil Code section 56 *et seq.* County acknowledges and agrees that all of the medical records and other individually identifiable health information maintained by WFL shall be held in strictest confidence and that County shall not be entitled to have access to the medical records maintained by WFL in the absence of an appropriate written authorization from the relevant Participant in accordance with applicable laws and regulations.

2.2 Duties and Responsibilities of IH. The following will be included in the agreement with IH and any other contractor, subcontractor, or partner of WFL engaged to provide Medical Services at the Clinic.

- 2.2.(a) Medical Services: During the term of this Agreement, IH shall employ, or retain as independent contractors, qualified Clinicians deemed necessary by WFL and IH to provide the Medical Services. The Clinicians shall be provided by IH in accordance with the following provisions:
- 2.2.(a).i. All Clinicians shall remain under the direction and control of IH.
 - 2.2.(a).ii. IH shall direct and supervise the recruitment, hiring, training, performance, work and termination of all Clinicians.
 - 2.2.(a).iii. IH shall pay all salaries, wages, any other compensation, employee benefit expenses, expense reimbursement expenses, applicable taxes, workers’ compensation insurance, fringe benefit programs and all state and federal tax obligations imposed on IH with respect to all Clinicians; provided, however, that County shall reimburse WFL for any and all costs and expenses of such Clinicians equal to Annual Share of Resources percentage of the total cost of Clinicians.
 - 2.2.(a).iv. Upon a written request from County to WFL, IH shall promptly remove from assignment to the Clinic any IH Clinicians who, in County’s reasonable judgment, fails to comply with County’s policies, fails to perform his or her duties in accordance with the provisions of this Agreement or applicable law, or engages in conduct that is detrimental to the operation or reputation of County.
 - 2.2.(a).v. IH will comply with the privacy standards required by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and state confidentiality laws and regulations as

amended including, but not limited to, the Confidentiality of Medical Information Act as codified at Civil Code section 56 *et seq.*

The Parties acknowledge and agree that County and WFL are not directing Medical Services provided by Clinicians or determining the appropriateness of any Medical Services in the performance of their obligations pursuant to this Agreement and that Medical Services provided by Clinicians shall be performed pursuant to this Agreement solely by IH and its Clinicians.

2.2.(b) **Insurance:** IH shall purchase and maintain professional liability insurance (i.e., malpractice insurance) and commercial general liability insurance providing coverage for IH and its Clinicians throughout the term of this Agreement in the following limits:

- 2.2.(b).i. Commercial General Liability, \$2,000,000 per occurrence, \$4,000,000 aggregate,
- 2.2.(b).ii. Workers' compensation insurance and employer liability, \$1,000,000 per accident, and;
- 2.2.(b).iii. Medical Professional Liability insurance at levels that are customary in the State of California but in no case less than the coverage stated in 2.1.(d).iii.

IH shall provide a Certificate of Endorsement from IH's Insurance Carriers guaranteeing such coverage to County prior to County's signing of this Agreement. In the event IH fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation, or in the case of Medical Professional Liability, thirty (30) days prior written notice of any change in the policy limits. County is not liable for the payment of premiums or assessments on the policies. No cancellation provisions in the insurance policies shall be construed in derogation of the continuing duty of IH to furnish insurance during the term of this Agreement.

2.3 Duties and Responsibilities of County.

- 2.3.(a) **Utilities, Sanitation, Maintenance and Repair:** County shall provide heat, air-conditioning, electricity, water and sewer utilities, telephone access, hardwired and wireless internet access, and routine maintenance to the Clinic sufficient to service the Clinic during the term of this Agreement. WFL shall be responsible for maintaining the interior of the Clinic in a safe and clean condition.
- 2.3.(b) **Data Sharing:** County shall provide to WFL or make necessary arrangements for its health plan carrier to provide to WFL monthly or quarterly extracts of medical and drug claims information related to all medical and drug claims incurred by County health plan participants. The data must contain industry acceptable description of diagnosis, procedures, or medications administered for each individual claim as well

as a numeric identified that will make it possible for WFL to identify individual patients (i.e. Social Security Number).

- 2.3.(c) Opportunity for Employee Education and Communication: County shall provide WFL with adequate opportunities to communicate with County employees in-person, at the time and place of County's choosing. Such opportunity must be allowed to WFL at least semi-annually and upon WFL's request.
- 2.3.(d) Permission to Contact Employees: County shall permit WFL to contact County's employees who are enrolled in the County health plan, as needed, regarding their health, their use of the Clinic, or in efforts to increase awareness of the Clinic, and facilitate the Clinic's communications with County's employees.
- 2.3.(e) Adequate Privacy: WFL shall not provide, and shall not be requested to provide, to County any individually identifiable health information of any person utilizing the Clinic. County agrees that all such individually identifiable health information is the property of WFL and the individual Participants.
- 2.3.(f) Health Plan Reports: County shall promptly disclose any health-related reports it receives from its health plan carrier to WFL to help facilitate information exchange between WFL and the health plan carrier.
- 2.3.(g) Good Faith Effort: County shall work in good faith with WFL to improve employee health, wellness, and participation in prevention activities.

Section 3: Relationship of Parties

WFL and County are and shall at all times be independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, employment or agency relationship between WFL and County. It is expressly agreed that neither County nor WFL by virtue of this Agreement, shall have the right, power or authority to act or create any obligation, expressed, implied or otherwise, on behalf of any other Party.

Section 4: Confidentiality and Non-Disclosure

- 4.1 While performing their obligations under this Agreement, Parties may have access to confidential or proprietary information regarding other Parties, their employees, and various proprietary and financial information that belongs to counter-Parties ("Information").
 - 4.1.(a) Parties acknowledge the proprietary and sensitive nature of the Information and the importance of maintaining the secrecy and confidentiality of such Information.
 - 4.1.(b) The Information includes, but is not limited to:
 - 4.1.(b).i. Proprietary and financial information that belongs to WFL, and;
 - 4.1.(b).ii. Proprietary and financial information that belongs to County.
 - 4.1.(c) Parties and their employees, agents, and subcontractors and their employees, shall not, without the prior written consent of the Counter-Party, disclose any Information to any third party, either orally or in writing, unless such disclosure is:
 - 4.1.(c).i. required for its performance under this Agreement, or;
 - 4.1.(c).ii. required by law or legal or regulatory process.

4.2 Parties:

- 4.2.(a) shall not, without Counter-Party's prior written consent, disclose the Information in any manner except as expressly authorized by this Agreement;
 - 4.2.(b) shall treat Information with at least the same degree of care that they treat their own confidential information of a similar nature but in no event with less than a reasonable degree of care, and;
 - 4.2.(c) shall use its best efforts to prevent disclosure of Information to unauthorized parties.
 - 4.2.(d) Each Party shall notify Counter-Parties immediately of any loss or unauthorized disclosure or use of Information that comes to Parties' attention.
- 4.3 WFL and its employees, agents, subcontractors, partners and their employees, including IH, shall only use the Information for the purpose of providing the Services under this Agreement and will restrict disclosure of the Information solely to those of their employees, agents and subcontractors with a need to know such Information for the purpose of providing the Services.
- 4.4 The Parties agree that any unauthorized use or disclosure of Information by a Party may cause immediate and irreparable harm to the other Party for which monetary damages may not constitute an adequate remedy. In such event, the Parties agree that both Parties may seek injunctive relief as appropriate.
- 4.5 If a Party is directed by court order, subpoena, or other legal or regulatory agency's request or similar process to disclose any of the Information, the Party shall notify the other Party in writing of such direction, with a copy of such document attached, in sufficient detail immediately upon receipt of such court order, subpoena, legal, or regulatory agency's request or similar process, in order to permit application by the other Party for an appropriate protective order.
- 4.6 WFL hereby acknowledges and agrees that it shall, upon reasonable notice, allow County the opportunity to review any of its records regarding the exchange or dissemination of Information to ensure compliance with this Section IV. WFL shall cooperate in good faith with County to correct any practices found to be deficient and non-compliant with this Section within a reasonable time after receipt of County's written complaint.

Section 5: Ownership

All equipment and items purchased by WFL in connection with this Agreement, whether subject to approval by County or otherwise, shall become the personal property of County.

Section 6: Term and Termination

- 6.1 **Term:** The term of this Agreement shall be for an initial three (3) year period to run from the Effective Date of this Agreement through July 31, 2021. On the first, and each successive, anniversary date(s) of the Effective Date, this Agreement will automatically renew for an additional one (1) year term unless either Party provides a written notice of its intent to terminate this Agreement at least ninety (90) days prior to the end of the initial term or any subsequent term, or this Agreement is terminated as otherwise provided herein.
- 6.2 **Termination:** County or WFL may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice to the other Party.

- 6.3 Termination for Cause: Either WFL or County may terminate immediately this Agreement, effective upon written notice to the other Party (“Defaulting Party”), if the Defaulting Party:
- 6.3.(a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) calendar days after receipt of written notice of such breach;
 - 6.3.(b) becomes insolvent or admits its inability to pay its debts generally as they become due with respect to its contractual obligation to the other Party;
 - 6.3.(c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) calendar days after filing;
 - 6.3.(d) is dissolved or liquidated or takes any corporate action for such purpose;
 - 6.3.(e) makes a general assignment for the benefit of creditors; or
 - 6.3.(f) has announced publicly or to its board of directors that the Defaulting Party will be ceasing operations and no longer providing professional services to the public.
- 6.4 Payment Upon Termination: Upon termination of this Agreement, County shall pay WFL for all acceptable Services, including the Medical Services, performed under this Agreement through the effective date of such termination at the agreed upon prices and reimburse WFL for all acceptable expenses incurred in furtherance of WFL's obligations under this Agreement through the effective date of such termination.
- 6.5 Non-Exclusive Rights and Remedies: The rights and remedies of each party provided in this Section shall not be exclusive and are in addition to all other rights and remedies provided under California Law, in equity, or otherwise under this Agreement.

Section 7: Indemnification

WFL agrees to defend, indemnify and hold harmless County, and County’s Board of Supervisors, officers, employees and agents and insureds from any and all claims, demands, actions, suits, and other proceedings, whether civil, criminal, administrative, investigative, or otherwise, together with all judgments, damages, fines, losses, costs, expenses, and other amounts, including fines, penalties, punitive damages, and reasonable attorneys’ fees arising out of the Services provided by WFL, IH, or their managers, officers, employees, Clinicians, subcontractors, or agents pursuant to this Agreement. County hereby agrees that it will promptly notify WFL, in writing, of any third party proceeding, claim or action. WFL shall undertake the defense of any such claim, demand, action, controversy, or suit which may give rise to such a claim for indemnification, by and with counsel of its choosing, at its sole cost and expense (and County, and the County’s Board of Supervisors, officers, employees and agents shall give WFL and such counsel reasonable assistance and cooperation with respect to such defense); provided, however, that if WFL, within a reasonable time after notice of any such claim, demand, action, controversy, or suit which may give rise to such a claim for indemnification, fails to undertake defense thereof, then County, and the County’s Board of Supervisors, officers, employees and agents shall have the right to assume such defense at any time prior to compromise or final determination thereof and shall be reimbursed for the same by WFL.

County agrees to defend, indemnify and hold harmless WFL and its affiliates, directors, officers, employees and agents and insureds from any and all claims, demands, actions, suits, and other

proceedings, whether civil, criminal, administrative, investigative, or otherwise, together with all judgments, damages, fines, losses, costs, expenses, and other amounts, including reasonable attorneys' fees, fines, penalties, and punitive damages arising out of actions of County or its managers, officers, employees, or agents pursuant to this Agreement. WFL hereby agrees that it will promptly notify County, in writing, of any third party proceeding, claim or action. County shall undertake the defense of any such claim, demand, action, controversy, or suit which may give rise to such a claim for indemnification, by and with counsel of its choosing, at its sole cost and expense (and WFL, and WFL's affiliates, directors, officers, employees and agents shall give County and such counsel reasonable assistance and cooperation with respect to such defense); provided, however, that if County, within a reasonable time after notice of any such claim, demand, action, controversy, or suit which may give rise to such a claim for indemnification, fails to undertake defense thereof, then WFL, and WFL's affiliates, directors, officers, employees and agents shall have the right to assume such defense at any time prior to compromise or final determination thereof.

Section 8: Compensation

8.1 Management Fees: During the term of this Agreement, County shall pay to WFL the following fees:

8.1.(a) A monthly Management Fee for the Services rendered by WFL in the amount of seven dollars (\$7) per month per:

8.1.(a).i. employee of County enrolled in the County health plan or dependent of an employee of County enrolled in the County health plan, and;

8.1.(a).ii. employee not enrolled in the County health plan to the extent the Parties have mutually agreed such non-enrolled employees may obtain the Services at the Clinic.

8.1.(b) A Performance and Technology Fee in the amount of nine dollars (\$9) per month per:

8.1.(b).i. employee of County enrolled in the County health plan or dependent of an employee of County enrolled in the County health plan, and;

8.1.(b).ii. employee not enrolled in the County health plan to the extent the Parties have mutually agreed such non-enrolled employees may obtain the Services at the Clinic.

The Performance and Technology Fee is at-risk and subject to WFL meeting performance criteria, as set forth in Exhibit A. In an event WFL fails to meet its performance criteria, as set forth in Exhibit A, WFL shall reimburse County for the at-risk amount, in accordance with Exhibit A, for the period during which WFL failed to meet its performance criteria.

8.2 Clinical Fees: During the term of this Agreement, County shall pay to WFL the following fees, which WFL shall transmit to its contractors, subcontractor or partners including IH:

8.2.(a) A Medical Directorship and Quality Assurance Fee in the amount of three dollars (\$3) per month per:

8.2.(a).i. employee of County enrolled in the County health plan, and;

- 8.2.(a).ii. employee not enrolled in the County health plan to the extent the Parties have mutually agreed such non-enrolled employees may obtain the Services at the Clinic.

The Medical Directorship and Quality Assurance Fee is at-risk and subject to IH meeting performance criteria, as set forth in Exhibit A. In an event IH fails to meet its performance criteria, as set forth in Exhibit A, WFL shall reimburse County for the at-risk amount, in accordance with Exhibit A, for the period during which IH failed to meet its performance criteria.

- 8.2.(b) A Provider Performance Bonus Fee in the amount of two dollars (\$2) per month per:

- 1.1.(jj).i. employee of County enrolled in the County health plan, and;
- 1.1.(jj).ii. employee not enrolled in the County health plan to the extent the Parties have mutually agreed such non-enrolled employees may obtain the Services at the Clinic.

The Provider Performance Bonus Fee is at-risk and subject to IH meeting performance criteria, as set forth in Exhibit A. In an event IH fails to meet its performance criteria, as set forth in Exhibit A, WFL shall reimburse County for the at-risk amount, in accordance with Exhibit A, for the period during which IH failed to meet its performance criteria.

- 8.3 Administrative Start-up Fee: No Administrative Start-Up Fees apply, provided that County shall reimburse WFL at-cost for all start-up expenses and training of Clinicians and Support Personnel.

- 8.4 Reimbursement of Expenses: In addition to Fees set forth in Sections 8.1, 8.2, and 8.3, County shall reimburse WFL for all out-of-pocket expenses reasonably incurred in connection with WFL's provision of the Services to County pursuant to this Agreement including, but not limited to:

- 8.4.(a) staffing costs and expenses of the total cost of the Support Personnel and Clinicians, including, but not limited to, salaries, benefits and workers' compensation insurance;
- 8.4.(b) medical and office supply costs and expenses as incurred by WFL equal to the total cost of such medical and office supply costs, and;
- 8.4.(c) laboratory and medication dispensing costs and expenses as incurred by WFL equal to the actual cost of laboratory and medication dispensing costs incurred by Participants (collectively, "Management Expenses"); and
- 8.4.(d) optional expenses related to optional technologies, analytics, or programs and resources (collectively, "Optional Expenses") which:
 - 8.4.(d).i. may be requested by County in addition to Services provided by WFL, and
 - 8.4.(d).ii. are specified in SOW; and
- 8.4.(e) optional fees for external services which are provided by external third-party medical providers or vendors, if
 - 8.4.(e).i. such services are requested by County in addition to the Services provided by WFL, and

8.4.(e).ii. such services are billed by external medical providers or vendors through WFL and not directly to County, and

8.4.(e).iii. such services and fees are agreed upon by County.

8.5 Payment of Monthly Management Fee and Management Expenses: On or before the tenth (10th) day of each calendar month, WFL shall forward to County an invoice for:

8.5.(a) Management Fees for the current calendar month, and;

8.5.(b) Clinical Fees for the current calendar month, and;

8.5.(c) the Reimbursable Expenses incurred by WFL in the preceding calendar month, and;

8.5.(d) Optional Expenses incurred by WFL in the preceding calendar month, and;

8.5.(e) Optional Fees for external third-party services that are billed through WFL.

County shall pay WFL within thirty (30) calendar days of receipt of the invoice from WFL. Upon WFL's request, County shall provide to WFL a written report identifying the individuals authorized by County to seek the Services at the Clinic for such period of time as designated by WFL.

8.6 Best Obtainable Prices: In purchasing and replenishing the medical and office equipment, supplies and pharmaceuticals, WFL shall use reasonable efforts to find the best obtainable prices. County's obligation for reimbursement of medical and office equipment and supplies and pharmaceuticals shall be "at-cost".

Section 9: Standards of Medical Services

9.1 The following standards shall apply to the performance of the Medical Services at the Clinic:

9.1.(a) Clinicians to Determine Methods. The Clinicians shall determine their own means and methods of performing Medical Services pursuant to this Agreement.

9.1.(b) Licensing. The Clinicians, IH, and WFL shall comply with all applicable laws and regulations governing the licensing and the regulation of physicians, nurse practitioners or physician's assistants, as the case may be.

9.1.(c) Laws and Regulations. IH and the Clinicians shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Medical Services provided in the surrounding community.

9.1.(d) Other Credentials. The Clinicians shall maintain all necessary and appropriate professional credentials including but not limited to:

9.1.(d).i. Good standing with their profession and state professional association;

9.1.(d).ii. The absence of any license restriction, revocation or suspension;

9.1.(d).iii. The absence of any involuntary restriction placed on their federal DEA registration, if applicable; and

9.1.(d).iv. The absence of any conviction of a felony or misdemeanor other than minor traffic offenses.

- 9.2 Failure to Comply. In the event that any personnel are unable to satisfy the requirements of 9.1, WFL shall promptly remove and replace such Personnel pursuant to Section 2.1.

Section 10: Non-Solicitation

- 10.1 WFL and County agree that during the term of this Agreement, County shall not directly or indirectly, solicit, employ, or otherwise retain the services of any current WFL or IH employee. (“Non-Solicitation Covenant”).
- 10.2 Parties agree that:
- 10.2.(a) the Non-Solicitation Covenant is reasonable and necessary for the proper protection of WFL and IH, and;
 - 10.2.(b) any breach of the Non-Solicitation Covenant by County would result in irreparable injury to WFL and IH, and;
 - 10.2.(c) WFL and IH do not have an adequate remedy at law for the breach or threatened breach by County of the Non-Solicitation Covenant. Therefore, upon any breach of the Non-Solicitation Covenant by County, in addition to any other remedy at law or equity which may be available to WFL and IH, WFL and IH shall be entitled to enforce the Non-Solicitation Covenant by injunction or other equitable means.

Section 11: Miscellaneous

- 11.1 Waivers and Modifications: As set forth above, the failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes, modifications to, or waivers of any provision of this Agreement shall be effective unless evidenced in writing and signed by authorized representatives of each Party.
- 11.2 Severability: In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and this Agreement shall otherwise remain in full force and effect.
- 11.3 Governing Law: This Agreement shall be governed in accordance with the laws of the State of California. The Parties hereto irrevocably consent to the jurisdiction and venue of either the state or federal courts serving Kings County, California with respect to any and all actions related to this Agreement or the enforcement hereof. WFL 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.
- 11.4 Headings: Headings herein are for convenience of reference only and shall in no way affect the interpretation of this Agreement.
- 11.5 Entire Agreement: This Agreement, including the recitals which are incorporated herein, all exhibits attached hereto, is the entire agreement between the Parties, and it supersedes all proposals, oral or written as well as all negotiations, conversations, discussions or agreements between the Parties.
- 11.6 Notices: Notices shall be sent to the addresses specified herein for receipt of notices.
- 11.6.(a) For purposes of this Agreement notices to County shall be sent to the attention of Sande Huddleston, Risk Manager, 1400 W. Lacey Boulevard, Hanford, CA 93230



11.6.(b) For purposes of this Agreement, notices to WFL shall be sent to Igor Kozunov, CEO, Wellness for Life, 3495 S. 4th Street, Terre Haute, Indiana 47802.

11.7 Survival: The obligations under the provisions of Sections 2.1(d), 2.2(b), IV, VII, and X and of this Agreement shall survive termination of this Agreement.

11.8 Assignment: Neither Party may assign this Agreement or delegate its rights, duties and/or obligations hereunder without the prior written consent of the other Party.

11.9 Signature Authority: Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

11.10 No Discrimination in Employment: WFL and its contractors, subcontractors and partners, including IH, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, ethnicity, religion, national origin, ancestry, primary language, citizenship, age, sex, preexisting medical condition, disability, marital status or sexual orientation or any other category protected by law, except to the extent that a circumstance such as age, sex, preexisting medical condition or a disability is medically significant to the provision of appropriate medical care. Breach of this covenant may be regarded as a material breach of this Agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives have executed this Agreement.

Wellness for Life Medical, LLC

By: _____
Igor Kozunov, CEO

County of Kings

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

Attest:

Catherine Venturella, Clerk of the Board



document title///

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
"SHARED STATEMENT OF WORK"

project title///

EMPLOYEE HEALTH CLINIC SERVICES

prepared for///

KINGS COUNTY



prepared by///

IGOR KOZUNOV

CEO

Wellness for Life Medical, LLC

t. 314-580-5718

ikozunov@healthcare-redefined.com



Section 1: Overview

- 1.1 WFL will establish and operate Clinic at a location determined by County.
- 1.2 In the event this Exhibit A is in conflict with any terms set forth in the Professional Services Agreement ("Agreement"), the Agreement is controlling.

Section 2: Background

- 2.1 Administration of SOW: the SOW determines operating aspects of the Clinic including, but not limited to the Services, staffing, schedule, employee eligibility, and Annual Share of Resources.
 - 2.1.(a) The SOW is designed to improved efficiency of the Clinic’s governance and administration by making this Exhibit a “living” document that can be amended at any time to better fit the evolving needs of County. To achieve this goal, the Parties have assigned the editing authority over this Exhibit to the County Clinic Manager, who can make changes to this Exhibit with WFL’s mutual consent as designated in sections 4.3, 4.4, 5.2, 8, 12.1, 12.2, and 14.
 - 2.1.(b) WFL and IH shall provide the Services to employers listed in this Exhibit.

Section 3: Participating Employers

- 3.1 Participating Employers: the following employers are authorized to participate in the Clinic by WFL and County:

1.	Kings County
-----------	---------------------

- 3.1.(a) Additional employers may be admitted via prior approval by County.
- 3.1.(b) Annual Share of Resources: The following percentages shall be used to determine the Annual Share of Resources.

Participating Employer	# of Employees	Annual Share of Resources
Kings County		100 %
Combined Patient Panel		100%

Section 4: Services

- 4.1 Services Provided: The Clinic shall be designed to provide the following Services to all participating employers and all participating employers agree to compensate WFL for Expenses incurred in providing these Services:

1. Primary Care Services
<ul style="list-style-type: none"> • Primary Care Services • Preventative Care Services • Urgent Care Services
2. Case Management
3. Referral Management
4. Telehealth-Enabled After-Hours Service
5. Chronic Disease Management
6. Virtual Specialty Consultations

7. Medical Personnel Services		
8. Administrative Services		
9. Clinic and Contract Management Services		
10. Locum coverage		
11. Onsite Laboratory Collection (via blood draw) and processing via LabCorp		
12. Immunizations		
13. In-Clinic Wellness Services		
14. Client Support Services		
15. Technology Services		
<ul style="list-style-type: none"> • After-Hours Telehealth Service Support • Purpose-built EHR • Patient Portal • Data Warehouse 	<ul style="list-style-type: none"> • API Middleware • Data Security • Secure data sharing network • Patient onboarding tools • InBody Equipment 	<ul style="list-style-type: none"> • Analytics Technologies • Reporting • Enrollment management • Billing management • Eligibility management
16. Reporting		
<ul style="list-style-type: none"> • Johns Hopkins ACG® Analytics Platform 	<ul style="list-style-type: none"> • Custom Reporting 	
17. Provider Management and Quality Assurance		
18. Facility Management		

4.2 Optional Services: The Clinic shall be designed to provide the following Optional Services to all participating employers. Employers have selected to receive select optional services and have agreed to compensate WFL for Expenses associated with such optional Services:

	<u>Selected</u>	<u>Not Selected</u>
Musculoskeletal Disease Management Program	X	
On-Site Generic Rx Dispensing	X	
Satellite Facility access in Fresno, CA	X	
Cardiometabolic Disease Management		X
Personal Rx Importation		X
Centers of Excellence Program		X
Optional Wellness Services		X

4.3 Prescription Dispensing

- 4.3.(a) Initial prescription inventory may consist of generic and brand-name medications. Actual Inventory will be developed during the implementation stage and will be approved by the County Clinic Manager.
- 4.3.(b) On Participant’s or Clinician’s request, additional maintenance or episodic care medications may be added to inventory.
- 4.3.(c) No controlled substances will be dispensed on-site without prior approval of the County Clinic Manager.

4.3.(d) **Reporting:** WFL will report on-site prescription dispensing utilization and cost information to the County Clinic Manager quarterly or on request. WFL will analyze utilization and cost trends and bring all significant trend or changes to participating employers' attention.

4.3.(e) **Medication Reconciliation and Substitution:** in the course of routine primary care work, the Clinician will reconcile Participants' medications and, if appropriate, offer Participants the opportunity to substitute brand-name medications with generic alternatives when such alternative exist and are deemed equally effective. Medications prescribed by specialty physicians will be reconciled during routine primary care visits, and Participants will be offered to use on-site prescription dispensing, if the specialty prescription is available to WFL at a lower price than it is available through the County health plan.

4.4 **Laboratory Collection and Processing:** WFL will develop a list of standard laboratory processing capabilities during the implementation phase. The scope of laboratory capabilities will be approved by the County Clinic Manager. WFL and its contractors, subcontractor or partners, including IH, will encourage Participants to use WFL laboratory processing for specialty labs, when possible.

Section 5: Staffing

5.1 **Staffing Model** will be determined jointly by WFL and the County.

5.1.(a) County agrees to compensate WFL for the cost of the personnel below:

Position	# of Personnel	Hours / Week	Description	Cost of Personnel
Medical Director	As Needed	As Needed	Oversees mid-level providers, provides care and diagnosis to higher-complexity patients, and approves mid-level provider's decisions.	\$3 PEPM
Mid-Level Provider	1	40	Provides routine and acute care, prescribes medications, testing and treatment. Provides diagnosis in low-complexity cases.	\$50 per Hour + \$2.00 PEPM Performance Bonus
Registered Nurse	1	40	Assists providers in care delivery, coordination, and patient counseling	\$35 per Hour
Medical Assistant	1	40	General assistance to other Clinicians.	\$22 per Hour
Benefits	n/a	n/a		10% of all Full-Time Staffing Cost

5.2 **Recruiting:**



- 5.2.(a) WFL will be responsible for all recruiting efforts. Local candidates will be given priority consideration. In the event of absence of local candidates, candidates from outside of the local area may be considered.
- 5.2.(b) The ideal candidate will demonstrate understanding of WFL operating model and agree to comply with WFL’s operating principles, procedures, and goals and the operating principles, procedures, and goals of WFL’s contractor’s, subcontractors or partners, including IH. The ideal candidate will also demonstrate commitment to preventive care and patient wellness. If this SOW requires occupational health services be performed at the clinic, the ideal candidate will also have experience in the areas of occupational health and will receive additional necessary training.
- 5.2.(c) WFL will be responsible for recommending a provider candidate as well as support staff candidates to the County Clinic Manager, who shall interview and approve provider candidates prior to employment.

5.3 Locum Coverage:

- 5.3.(a) In an event of a Clinician or other staff member’s planned or unplanned absence, WFL or its contractors, subcontractor or partner, including IH, will dispatch an alternate designated provider(s) to provide the Services in the absence of the Clinician or staff member.
- 5.3.(b) There will be no additional charges or fees for alternate (Locum) providers or staff. Locum providers or staff will be reimbursed by County at the same hourly rate as the Clinicians and staff, as outlined above.

Section 6: Operating Costs

6.1 Total Operating Costs are as set forth below:

Clinic Operating Cost

Clinic Operating Cost				
Baseline Operating Cost	Assumptions		Annually	PEPM
Staffing Cost	Hrs./wk.	\$\$/hr.		
Nurse Practitioner*	40	\$ 50	\$ 104,000	\$ 6.76
Registered Nurse*	40	\$ 35	\$ 72,800	\$ 4.73
Medical Assistant*	40	\$ 22	\$ 45,760	\$ 2.97
Benefits*	10%		\$ 22,256	\$ 1.45
Management Fees				
Management Fee (flat)	\$ 7.00	PEPM	\$ 107,772	\$ 7.00
Sub-Total At-Risk Fees			\$ 352,588	\$ 22.90
Additional At-Risk Fees	Assumptions		Annually	PEPM
Nurse Practitioner Performance Bonus**	\$ 2.00	PEPM	\$ 30,792	\$ 2.00
Medical Director and Quality Control**	\$ 3.00	PEPM	\$ 46,188	\$ 3.00
Performance and Technology Fee**	\$ 9.00	PEPM	\$ 138,564	\$ 9.00
Sub-Total Baseline Operating Cost			\$ 215,544	\$ 14.00
Total Operating Cost (Clinic Only)			\$ 568,132	\$ 36.90

*Pass-through/at-cost

** At-Risk/subject to performance guarantees

Other Pass-Through Utilization-Based Expenses (at-cost)

Pass-Through Expenses	Assumptions		Annually	PEPM
Medical and Office Supplies***	\$ 2.50	PEPM	\$ 38,490	\$ 2.50
Labs***	\$ 3.50	PEPM	\$ 53,886	\$ 3.50
Sub-Total Pass-Through Expenses			\$ 92,376	\$ 6.00

Additional Recommended Clinic Services

(Optional) Recommended Clinic Services	Assumptions		Annually	PEPM
On-Site Generic Rx Dispensing***	\$ 8.00	PEPM	\$ 123,168	\$ 8.00
Immunizations***	\$ 0.75	PEPM	\$ 11,547	\$ 0.75
Sub-Total Recommended Clinic Services			\$ 134,715	\$ 8.75

*Pass-through/at-cost

** At-Risk/based on performance guarantees

***Estimated - based on actual utilization. Pass-through/at-cost only.

Additional Recommended Stand-Alone Services

(Optional) Stand-Alone Services	Assumptions		Annually	PEPM
Musculoskeletal Disease Management**	\$ 6.00	PEPM	\$ 92,376	\$ 6.00
Sub-Total Recommended Services			\$ 92,376	\$ 6.00

6.2 Expense amounts may be changed at a later date, subject to approval by the County, as set forth in the Agreement.

Section 7: Appointment Set-Up

7.1 WFL will ensure that appointments at the Clinic may be set up by phone, via e-mail, an online patient portal or in-person.

Section 8: Clinic Schedule

8.1 Initial Schedule: the County Clinic Manager will develop the initial Clinic schedule, in collaboration with WFL, during the implementation period. Clinic hours may include any hours deemed appropriate by both WFL and the County Clinic Manager, and may include the hours between 7 am -7 pm, Mon-Sun.

8.2 Schedule Changes: At any time, The County Clinic Manager may request changes to Clinic schedule or an expansion of Clinic hours. WFL will review utilization patterns with the County Clinic Manager periodically and monitor Participant feedback for comments and suggestions regarding Clinic access and scheduling.

Section 9: Coordination with Health Plans

9.1 WFL will work with designated Health Plan carriers to develop appropriate data sharing and coordination systems and interfaces to coordinate information sharing, case management, reporting capabilities, wellness programs, and incentive programs (if implemented in the future), to the extent made possible by Health Plan carriers and WFL's own systems.

Section 10: Patient Outreach

- 10.1 WFL will work with the County Clinic Manager to develop appropriate strategies for initial and ongoing Participant outreach, which shall be facilitated by Kings County and led by WFL. Initial strategies may include, but are not limited to, the following:
- 10.1.(a) Provide a participating employers-wide Health Fair
 - 10.1.(b) Introduce participating employers to Clinic and staff
 - 10.1.(c) Conduct Health Risk Assessments
 - 10.1.(d) Enroll employees into WFL Program
 - 10.1.(e) Internal participating employers staff meetings
 - 10.1.(f) Educate Participants about upcoming Clinics and services
 - 10.1.(g) Periodic newsletters and health information distribution
 - 10.1.(h) Personal outreach to at-risk and high-risk Participants

Section 11: Information Technology

- 11.1 WFL will be responsible for providing the Information Technology services set out in Section 4.1 of this Exhibit.

Section 12: Reporting

- 12.1 WFL will meet with the County Clinic Manager quarterly or any time on request. During meetings, WFL will provide the County Clinic Manager with management reports. Management reports will provide the following information:
- 12.1.(a) Clinics utilization patterns
 - 12.1.(b) Participant feedback or complaints
 - 12.1.(c) Laboratory processing utilization
 - 12.1.(d) Prescription dispensing utilization
 - 12.1.(e) Financial reports
- 12.2 Additional reports may be requested by the County Clinic Manager and added to the regular reporting schedule.
- 12.3 Any and all reports will comply with HIPAA and its prohibitions against releasing personal health information of patients.

Section 13: Participant Feedback, Complaints and Resolutions

- 13.1 WFL will provide Participants with a convenient way to provide feedback to WFL with regard to the Clinic and the Services received.
- 13.1.(a) Participant feedback and complaints will be shared with the County Clinic Manager in compliance with HIPAA.

13.1.(b) Participants will be able to supply feedback either at the point of service or on-line.

13.1.(c) All Participant complaints will be investigated and followed-up.

13.1.(d) WFL will make every reasonable attempt to communicate with Participants who express dissatisfaction and resolve any dissatisfaction in the most effective and timely manner.

Section 14: Performance Guarantees

14.1 At-Risk Fees: WFL and its contractors, subcontractors or partners, including IH, agree to place the following fees at-risk:

14.1.(a) Performance and Technology Fee: \$9.00 PEPM

14.1.(b) Medical Director and Quality Control Fee: \$3.00 PEPM

14.1.(c) Provider Performance Bonus: \$2.00 PEPM

14.1.(d) Musculoskeletal Disease Management: \$6.00 PEPM

14.2 WFL agrees to reimburse County for the At-Risk Fees in the event WFL and/or its contractors, subcontractors or partners, including IH, fail to meet performance criteria for the evaluation period. Such reimbursement shall be made within ninety (90) days after notice from the County Clinic Manager that WFL has failed to meet performance criteria or, at the option of the County Clinic Manager, the amount may be credited to any future payment or payments due from WFL.

14.3 Performance Criteria reset: Each Performance Criterion shall be re-evaluated and reset every twelve (12) months via a mutual agreement between WFL and the County Clinic Manager.

14.4 Parties agree to cooperate in good faith to negotiate and set reasonable Performance Criteria, in accordance with industry’s best practices and guidelines.

14.5 In an event Parties are unable to come to an agreement regarding Performance Criteria, an independent third-party consultant shall be retained to recommend Performance Criteria.

14.5.(a) An independent third-party consultant must be mutually approved by WFL and the County Clinic Manager

14.5.(b) The cost of such a consultant shall be reimbursed solely at the expense of WFL.

14.5.(c) Parties agree in advance that they will agree and comply with the recommendations set forth by such an independent third-party consultant.

14.6 Performance Criteria: Parties agree that At-Risk Fees are subject to the following Performance Criteria:

<u>Criteria</u>	<u>Criteria Description</u>	<u>Fees At-Risk</u>	<u>Evaluation Period</u>
Utilization Criteria	Must achieve 50% combined participation by all employees of County and their dependents who are enrolled in the County health plan. A documented physical or virtual	a. 1/3 of Performance and Technology Fee b. 1/3 of Medical Director Fee	As measured at the end of 12 months from the "go-live" date



	encounter with a Participant applies toward this criterion.		
Financial Criteria	<p>Must achieve financial break-even at the end of 12 months.</p> <p>WFL shall set forth an appropriate methodology for evaluating financial criteria, no later than 3 months after "go-live" date.</p> <p>The methodology is subject to approval by the County Clinic Manager in order to become effective.</p>	<p>a. 1/3 of Performance and Technology Fee</p> <p>b. 1/3 of Medical Director Fee</p> <p>c. 1/2 of Provider Performance Bonus</p>	As measured at the end of 12 months from the "go-live" date
Clinical Criteria	<p>WFL shall set forth appropriate clinical criteria after a reasonable period of evaluation of clinical and claims data.</p> <p>WFL shall recommend Clinical Criteria no later than 4 months after "go-live" date.</p> <p>The Criteria must be approved by the County Clinic Manager in order to become effective.</p>	<p>a. 1/3 of Performance and Technology Fee</p> <p>b. 1/3 of Medical Director Fee</p> <p>c. 1/2 of Provider Performance Bonus</p>	As measured at the end of 12 months from the "go-live" date
Musculoskeletal Disease Management Criteria	<p>Must reduce County PEPM cost related to Musculoskeletal Disease by 25% or more.</p> <p>Measured on a PEPM basis and not on a summary spend basis.</p>	<p>a. 1/3 of the Musculoskeletal Disease Management Fee for each 5% difference between the baseline Criteria and Actual Measured Result.</p>	As measured at the end of 12 months from the "go-live" date



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 31, 2018

SUBMITTED BY: Human Services Agency – Sanja Bugay/Wendy Osikafo

SUBJECT: APPOINTMENT PROCESS FOR IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY ADVISORY COMMITTEE MEMBERS STUDY SESSION

SUMMARY:

Overview:

Welfare and Institutions Code Sections 12301.3 and 12301.6 and the Kings County Ordinance Code Section 2-76 require the establishment of an In-Home Supportive Services (IHSS) Public Authority (PA) Advisory Committee. However, the ordinance and current By Laws did not establish nor require a vetting process for the appointment of Advisory Committee members.

Recommendation:

Study Session on the proposed vetting process for the appointment of members to the In-Home Supportive Services Public Authority Advisory Committee.

Fiscal Impact:

None.

BACKGROUND:

Welfare and Institutions Code Section 12301.6 allows options for counties to establish one of three methods for the delivery of in-home supportive services. As Kings County opted to establish its Board of Supervisors (BOS) as the Kings IHSS PA Board of Directors, the law requires the establishment of an IHSS Advisory Committee. On August 22, 2017, your Board approved the placement of IHSS Administration and the integration of its functions within the Human Services Agency (HSA). Prior to the transfer, the IHSS Advisory Committee had not met consistently due to difficulty in recruiting committee members and reaching a quorum. All of the appointments expired on December 31, 2017.

(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

APPOINTMENT PROCESS FOR IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY ADVISORY COMMITTEE MEMBERS STUDY SESSION

July 31, 2018

Page 2 of 2

Kings County Ordinance Code Section 2-76, as adopted in 2002, refers to Kings County Resolution Number 00-086 for the establishment of the IHSS Advisory Committee. Neither provided any guidance regarding a vetting process for the appointment of committee members. Further, the current IHSS Advisory Committee By Laws are silent as well.

On April 24, 2018, your Board repealed the 2002 version of Kings County Ordinance Code Section 2-76 and added an amended version, which, among other things, reduced the IHSS Advisory Committee membership from eleven members to seven members to allow the committee to meet quorum requirements. No vetting process guidance was included.

The HSA has consulted with your Board Staff, County Counsel, County boards and committees, and IHSS Public Authorities throughout the state to present the proposed comprehensive recruitment and vetting process as outlined in a PowerPoint presentation and below:

- 1) Mail quarterly newsletter with recruitment message.
- 2) IHSS Social Workers talk about the need for Advisory Committee members at intake with providers and with recipients during reassessments every year.
- 3) When an individual expresses interest, the IHSS Program Manager will:
 - a) Initiate a screening call to explain the process, role, commitment, and verify the applicant meets the criteria for one of the vacant seats and will complete the *IHSS Public Authority Advisory Committee Screening and Recommendation* form (see attached).
 - b) Mail interested party a *BOS Committee Application for Appointment* (to be returned to the Clerk of the Board) and a cover letter regarding general information on the IHSS Public Authority Advisory Committee (see attached).
- 4) The IHSS Executive Director will review the *Screening and Recommendation* form once the *BOS Committee Application for Appointment* is received. The IHSS Executive Director will then make a formal recommendation to the Kings County BOS for determination of appointment.
- 5) The BOS has the discretion to re-interview applicants if they have concerns.
- 6) Once appointed, the IHSS Program Manager will meet with the appointee to confirm their appointment, provide information on the Brown Act and answer any additional questions.

The IHSS Executive Director will return in approximately two weeks with a list of recommended committee nominees for your Board's review and appointment to formally establish the Kings County IHSS Advisory Committee.

**IHSS PUBLIC AUTHORITY ADVISORY COMMITTEE
SCREENING AND RECOMMENDATION**

Name: _____ Date: _____

You have indicated an interest in participating on the In-Home Supportive Services (IHSS) Advisory Committee. The Advisory Committee meets at least quarterly, for two hours. There are occasional, optional subcommittees. We have some questions to ask you to learn more about you.

1. Describe any homecare experience that you have/had.

2. What interests you most about volunteering on the Advisory Committee?
What will you bring to the committee?

3. Share something about yourself.

4. What do you think are the most important changes needed for IHSS?

5. Do you have any additional questions?

Recommended action: _____ Accept _____ Deny

Comments:

Evaluator: _____

**KINGS COUNTY BOARD OF SUPERVISORS
COMMITTEE APPLICATION FOR APPOINTMENT**

I hereby express an interest in being nominated for membership on the following Board: _____

Name: _____

Address: _____ Telephone: _____

City/St/Zip: _____ Date of Birth: _____

Email: _____

Length of Residency in Kings County: _____

Supervisorial District: _____

Occupation: _____

Education: _____

Membership on other Boards/Commissions: _____

Affiliations: _____

Reason(s) for seeking appointment: _____

Signature of applicant

Return completed form to:

Kings County Board of Supervisors
Attn: Clerk of the Board
1400 W. Lacey Blvd.
Hanford, CA 93230

For inquiries on the application process: (559) 852-2362



Kings In-Home Supportive Services Public Authority — Human Services Agency

Kings County Government Center
1400 West Lacey Blvd. Building #8, Hanford, CA 93230
☎ (559) 852-4615 📠 FAX (559) 583-8217

Date

Name
Address,
City, CA, Zip

SUBJECT: GENERAL INFORMATION ON THE IN-HOME SUPPORTIVE SERVICES ADVISORY COMMITTEE

Dear Mr./Ms.:

Thank you so much for your interest in the Kings County In-Home Supportive Services (IHSS) Public Authority (PA) Advisory Committee. I have enclosed the *Kings County Board of Supervisors Committee Application for Appointment*. Please complete the application and return it to the Clerk of the Board, at the Kings County Board of Supervisors, 1400 W. Lacey Blvd., Building #1, Hanford.

Once your application is returned to the Clerk of the Board, the IHSS Executive Director will make a formal recommendation to the Kings County Board of Supervisors (BOS) for determination of appointment. The BOS will then make the final appointment to the Public Authority Advisory Committee based on qualifications.

In the meantime, I am including some general information about the Advisory Committee. Please take this opportunity to review the information below.

IHSS-PA Advisory Committee

- Objective:** To give IHSS consumers a voice in how services are provided, to improve the availability and quality of IHSS, and to support services that enhance the lives of seniors and persons with disabilities who choose to live independently and with dignity in their own homes.
- Authority:** Welfare and Institutions Code Sections 12301.3 and 12301.6 and the Kings County Ordinance Code Section 2-76.
- Term (Seats):** Members serve staggered 1 to 3-year terms. Board Members may serve a maximum of 3 consecutive 3-year terms, or a maximum of 9 consecutive years. Unless the member is appointed to take a

vacated position mid-term, each term will commence on the first day of January and end on the last day of December, three years thereafter. An individual shall not be a member until he or she executes any documents or conditions of appointment required by the Public Authority. Any delay by the IHSS Public Authority in appointing a member shall not extend the term to which an individual is appointed. The IHSS Public Authority will recommend an individual to the County Board of Supervisors, who will then make the final appointment to the IHSS Public Authority Advisory Committee based on qualifications.

Meetings: All IHSS/PA Advisory meetings shall be conducted in accordance with the Ralph M. Brown Act, Government Code Section 54650 et seq.

Qualifications: Residents of Kings County who reflect the general population in age, race, and socio-economic status and meet the general category requirements as follows:

Appointments: Membership is not to exceed seven (7) members:

- ❖ One (1) - Representative from an organization that represents disabled seniors.
- ❖ Three (3) consumers; two under the age of 65 and one over the age of 65.
- ❖ One (1) non-relative provider
- ❖ One (1) relative provider
- ❖ One (1) community at large member

If you have any questions regarding the above information or on the Advisory Committee, please contact me at 559.852.2342.

Sincerely,

Shelly Verboon, MA
Program Manager for Adults Services:
APS, IHSS, Public Authority

Enclosure: *Committee Application for Appointment*