



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 August 28 & 29, 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)		Juliana Gmur, Assistant 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.

Regular Meeting

Tuesday, August 28, 2018

- I 9:00 AM** CALL TO ORDER
ROLL CALL – Clerk of the Board
INVOCATION – Tim Howard – Koinonia Church
PLEDGE OF ALLEGIANCE
- II 9:00 AM** UNSCHEDULED APPEARANCES
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III 9:05 AM** 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: August 20 & 21, 2018**
- B. Probation Department:**
Consider authorizing the Chairman to sign the Agreement with the Kings County Office of Education for the installation of two security cameras in each classroom at the Juvenile Center for a total of six security cameras to assist in providing additional safety and security.
- C. Administration:**
1. Consider adopting a Resolution authorizing the execution and delivery of the facility sublease with the California Department of Corrections and Rehabilitation for the SB 1022 Phase III jail expansion project and authorizing the Chairman to sign the sublease.
 2. Consider authorizing the County Administrative Officer to sign amendments to the Misdemeanor and Juvenile Delinquency, Dependency and LPS Conservator Agreements for Fiscal Year 2018/2019.

IV

REGULAR AGENDA ITEMS

- 9:10 AM A. Health Department – Ed Hill/Scott Waite**
1. Information regarding actions taken by the First 5 Kings County Children and Families Commission at its August 14, 2018 meeting.
 2. Consider authorizing the closure of all Health Department Offices on Thursday, October 25, 2018 for staff participation in a drive-through flu point of distribution clinic and authorizing the waiving the \$8.00 administrative fee for flu shots at the three point of distribution clinics in Hanford, Stratford and Kettleman City.
- 9:15 AM B. Human Resources Department – Leslie McCormick Wilson/ Kelly Mattos**
Consider approving the revised job specification and retitle the classification from Deputy Health Director, Environmental Health Services to Environmental Health Division Manager.
- 9:20 AM C. Job Training Office – Lance Lippincott**
Consider authorizing the closure of the Job Training Office on September 27, 2018 from 3:00 p.m. to 5:00 p.m. for an active shooter training.
- 9:25 AM D. Public Works Department – Kevin McAlister/Dominic Tyburski**
1. Consider authorizing the Public Works Director to apply for three Highway Safety Improvement Program Cycle 9 grants and sign all related documents.
 2. Consider authorizing the Chairman to sign the Notice of Completion for the 13th Avenue and Lacey Boulevard signalization and bridge widening project to provide notice to interested parties that the work has been completed.
- 9:30 AM E. Behavioral Health Department – Lisa Lewis**
Consider authorizing the Chairman to sign an Agreement with Mental Health Systems, Inc. for Assertive Community Treatment Full Service Partnership services effective September 1, 2018 through June 20, 2021.
- 9:40 AM F. Administration – Rebecca Campbell**
Consider authorizing the Chairman to sign the response to the Kings County Grand Jury Report entitled “Kings County Elections” and authorizing the Clerk of the Board to submit the response to the Presiding Judge of the Superior Court on or before September 16, 2018.
- V 9:45 AM G. Board Member Announcements or Reports**
On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).
- ◆ Board Correspondence
 - ◆ Upcoming Events
 - ◆ Information on Future Agenda Items

VI H. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [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
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: County Counsel

VII I. ADJOURNMENT

The regular meeting of September 4, 2018 is cancelled in observance of Labor Day on September 3, 2018.

The next regularly scheduled meeting is scheduled for Tuesday, September 11, 2018, at 9:00 a.m.

VIII 11:00 AM J. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING

IX 1:30 PM K. HOUSING AUTHORITY BOARD OF COMMISSIONERS- REGULAR MEETING

X 2:00 PM L. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY-REGULAR MEETING

Special Meeting

Wednesday, August 29, 2018

6:00 PM

CITY/COUNTY COORDINATING MEETING

City of Hanford -Host, Adventist Health Community Room (at the Hospital)
 123 Mall Drive, Hanford, CA 93230.

See Separate Agenda from Host

FUTURE MEETINGS AND EVENTS

September 4	--	Regular Meeting Cancelled in observance of Labor Day, September 3, 2018
September 11	9:00 AM	Regular Meeting
September 11	11:00 AM	California Public Finance Authority Regular Meeting
September 18	9:00 AM	Regular Meeting
September 25	9:00 AM	Regular Meeting
September 25	11:00 AM	California Public Finance Authority Regular Meeting
September 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
September 25	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.



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Action Summary August 20 & 21, 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)		Juliana Gmur, Assistant 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.

Special Meeting

Monday, August 20, 2018

I B 1

CALL TO ORDER
ROLL CALL – Clerk of the Board
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

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.

Dr. Gail Coombs, National Association for the Advancement of Colored People (NAACP) asked the Board to consider a request for funding out of the FY 2018/2019 budget in an amount up to \$2,000 toward the Martin Luther King Jr. event scheduled for January 2019.

Ronney Wong, Kings County Grand Jury member asked the Board to consider a request for \$5 more per day per Grand Juror in the FY 2018/2019 budget.

Jim Maciel, Kings County resident asked the Board if the funding for the water project money has been removed from the parks and recreation budget and asked if other low income communities could apply for the same type of funding that is being slated for the Kettleman City Community services water project.

Supervisor Verboon stated that the Board and staff are working on a new budget title under which they can place the water project funding.

III B 3

FINAL BUDGET HEARINGS:

1. Overview of Proposed Budget and Final Budget Changes
2. Department Budget Reviews.

ACTION: APPROVED ALL BUDGETS EXCEPT PROBATION AND CONTINGENCIES WHICH WILL BE BROUGHT BACK ON A FUTURE AGENDA (JN/DV/CP/RF/RV-Aye)

IV B 4

PUBLIC HEARING

Administration – Rebecca Campbell/Domingo Cruz/Kyria Martinez

Consider:

1. Conducting a public hearing to receive testimony on the Development Impact Fees including construction schedule of public facilities related to the collection of Development Impact Fees, the proposed adjustments to the Development Impact Fees; and
2. Adopting a Resolution which includes a construction schedule (Exhibit A) for public facilities as detailed within Ordinance No. 633 establishing Development Impact Fees in Kings County; and
3. Selecting one of the following options in regards to adjusting the development impact fees:
 - a. Adjusting the development impact fee amounts based on the percentage change in the Engineering News Record Construction Cost Index, (a 3.39 % increase) having the new fees become effective October 22, 2018; or
 - b. Adjusting the development impact fee amounts based on a percentage determined by your Board; or
 - c. Adopting no fee increase-impact fees will remain at March 2018 levels. **[Reso 18-054]**

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

ACTION: APPROVED WITH NO INCREASE (JN/RF/DV/CP/RV-Aye)

V B 5

PUBLIC HEARING

Administration – Rebecca Campbell

Conduct a public hearing to receive testimony regarding a realignment fund transfer, find that a transfer of realignment funds is the most cost-effective use of available resources to maximize client outcomes and approve the transfer of a total of 10% of realignment revenues deposited into the Health Realignment and Behavioral Health Realignment Trust funds to be directed to the Social Services Trust account for FY 2018/2019.

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

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

VI B 6

ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, August 21, 2018, at 9:00 a.m.

Regular Meeting

Tuesday, August 21, 2018

I B 7

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Chad Fagundes – Koinonia Church

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

II B 8 **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.

Clay Smith, Kings County Fire Chief stated that there are three personnel out on fires in the State.

Phil Esbenschade, Kings County Deputy District Attorney introduced Jeff Winters as Deputy District Attorney.

III B 9 **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: August 14, 2018

B. Agriculture Department:

Consider authorizing the Chairman to sign the Cooperative Agreement with the California Department of Food and Agriculture for the County's Light Brown Apple Moth Detection Trapping Program. [Agmt 18-083]

C. Job Training Office:

Consider authorizing the Chairman to sign the documents to close out the Workforce Innovation and Opportunity Act Subgrant Agreement No. 16-040. [Agmt 16-040.1]

D. Human Services Agency:

Consider authorizing the Chairman to sign the Agreement with Champions Recovery Alternative Programs, Incorporated for Parenting Education Services to families served by Human Services Agency for FY 2018/2019 and FY 2019/2020. [Agmt 18-084]

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

IV **REGULAR AGENDA ITEMS**

B 10 **A. Probation Department – Kelly Zuniga/Leonard A. Bakker II**

Consider authorizing the Chairman to sign the Memorandum of Understanding with the Kings County Superintendent of Schools to ensure a collaboration of services and seamless transition of in-custody youth to the community. [Agmt 18-085]

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

B 11 **B. Public Works Department – Kevin McAlister/Tim Breshears**

Consider authorizing the Public Works Director to permit a 21 gun salute at Hickey Park on September 8, 2018 for a celebration of life event.

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

V B 12 **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 Pedersen thanked all the departments for working together on the FY 2018/2019 budget and stated that he attended the San Joaquin Valley Air Pollution Control District meeting on August 16, 2018.

Supervisor Verboon stated that he attended a meeting with the City of Hanford representatives to discuss annexing County islands on August 16, 2018, stated that he attended the Joint Powers Authority Temperance Flat meeting on August 17, 2018 and thanked everyone who worked on the FY 2018/2019 budget process.

Supervisor Fagundes stated that he attended the Kings Community Action Organization Strategic Planning meeting Kings Community Action Board meeting on August 15, 2018.

Supervisor Neves stated that he attended the First 5 Children & Families Commission meeting on August 14, 2018, attended the Kings County Chambers Mega Mixer at the Home2Suites on August 15, 2018, attended the South Fork Groundwater meeting on August 16, 2018, attended the West Hills College Scholars breakfast and the first football game at Lemoore High School for this season on August 17, 2018 and stated that Stratford's well #5 is online and #6 is off duty but the lab work has all come back positive so the boil water requirements should be lifted today or tomorrow.

Supervisor Valle stated that he attended a "Thank You" tour with the Sheriff, City of Corcoran and other staff to all legislatures who were involved in the granting of the \$8.2 million dollar grant to Kings County for safety projects. He stated that he attended the Corcoran Police Department new facility ground breaking on August 17, 2018 which will be paid for out of the funding from the State and thanked everyone who worked on the FY 2018/2019 budget this year.

- ◆ Board Correspondence: None
- ◆ Upcoming Events: **Rebecca Campbell** stated that the Kings County Information Technology Department will hold a fundraiser luncheon on August 22, 2018 with proceeds going to the Hanford Soup Kitchen, the Countywide Oversight Board meeting will be on August 22, 2018, the City of Hanford will host the City/County Coordinating meeting on August 29, 2018 at the Adventist Health Community Room, Commission on Aging Senior Day Picnic in the Park will be held on September 21, 2018, Pioneer Days for the Kings County Homecoming will be hosted by the Carnegie Museum starting on September 2, 2018 and a Kettleman City Public Safety event will be held on October 11, 2018.
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated that the following items would be on a future agenda: First 5 Children & Families Commission report for August 2018, Job Training Office request for office closure for active shooter training, Agreement with the Kings County Office of Education for installation of security cameras for safety and security, award of Countywide custodial supplies contract, Notice of Completion for Bush Construction for the Jail Phase III project, Human Services Agency In-Home Supportive Services Public Authority appointments and the Final FY 2018/2019 budget resolution.

VI B 13

D. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017 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)]
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- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Director of Finance

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

ADJOURN AS THE BOARD OF SUPERVISORS

VII B 14 E. CONVENE AS THE BOARD OF EQUALIZATION

Hold a scheduled hearing for Application for Changed Assessment No. 17-006 filed by Charles & Jamie Coon.

Supervisor Valle opened the hearing, testimony was received from: Kings County Assessor's Office Chief Appraiser, Warren Sublett and Appellant, Charles. R.

Coon and Supervisor Valle closed the hearing

ACTION: BOARD FOUND UNANIMOUSLY IN FAVOR OF THE APPELLANT AND AUTHORIZED THE REQUEST FOR FINDINGS OF FACT BY THE ASSESSOR (JN/RV/DV/CP/RF-Aye)

ADJOURN AS THE BOARD OF EQUALIZATION

VIII F. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, August 28, 2018, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

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 SUPERVISORS

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

AGENDA ITEM August 28, 2018

SUBMITTED BY: Probation Department – Kelly Zuniga/Leonard A. Bakker II

SUBJECT: AGREEMENT FOR THE KINGS COUNTY OFFICE OF EDUCATION TO
INSTALL TWO SECURITY CAMERAS IN EACH OF THE CLASSROOMS AT
THE KINGS COUNTY JUVENILE CENTER

SUMMARY:

Overview:

Education services are provided to the Kings County Juvenile Center by the Kings County Office of Education, J.C. Montgomery. The Agreement for the installation of two security cameras in each classroom by the Kings County Office of Education, for a total of six security cameras, provides additional safety and security of the youth within the facility, school staff and institution staff.

Recommendation:

Authorize the Chairman to sign the Agreement between the Kings County Office of Education and the County of Kings for the installation of two security cameras in each classroom at the Juvenile Center, for a total of six security cameras to assist in providing additional safety and security.

Fiscal Impact:

There is no fiscal impact to the County General Fund as it is funded by the Kings County Office of Education, J.C. Montgomery.

BACKGROUND:

The Kings County Juvenile Center is comprised of living units, dining, indoor/outdoor recreation areas and classrooms. Currently, there are approximately thirteen cameras monitoring the entire facility. However, the thirteen cameras solely provide a “live feed” and there is no mechanism in place for the ability to record or store recorded data. There are a total of three classrooms which the Kings County Office of Education (J.C. Montgomery) provides educational services.

(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

AGREEMENT FOR THE KINGS COUNTY OFFICE OF EDUCATION TO INSTALL TWO SECURITY CAMERAS IN EACH OF THE CLASSROOMS AT THE KINGS COUNTY JUVENILE CENTER

August 28, 2018

Page 2 of 2

The Kings County Office of Education is requesting to install two cameras in each classroom for a total of six cameras. The cameras would provide additional safety and security for the confined youth, school staff and institution staff. The cameras would be operational and recording during the hours of 7:15 am to 2:45 pm. The stored video would be maintained and retained by the Kings County Office of Education pursuant to Government Code Sections 26202.6 and 53160. The Probation Department will have unlimited access to the maintained and retained video for review.

Therefore, to assist the Probation Department in providing additional safety and security of the classroom environment, the Kings County Office of Education is requesting an Agreement for the Installation of Security Cameras in the classrooms at the Kings County Juvenile Center.

County Counsel has reviewed and approved this Agreement.



Kings County Office of Education

Tim Bowers - County Superintendent of Schools

AGREEMENT FOR INSTALLATION OF SECURITY CAMERAS

This Agreement is on May 8, 2018, made by and between the Kings County Office of Education, hereinafter referred to as “**Office of Education**,” and the County of Kings, on behalf of its Probation Department, hereinafter referred to as the “**Probation Department**,” with respect to the following recitals, which are fully incorporated herein.

RECITALS

Whereas, the Office of Education is a public education entity organized and existing under and by virtue of the Constitution and the laws of the State of California; and

Whereas, the County of Kings is a governmental entity likewise existing under and by virtue of the Constitution and the laws of the State of California; and

Whereas, at the present time, the Office of Education provides instructional services to juveniles housed in the Kings County Juvenile Center (“the Center”) located in Hanford, California; and

Whereas, in order to provide greater security and safety for both the juveniles housed in the Center and the staff the Office of Education and the Probation Department, the Office of Education wishes to install and use cameras to monitor the activities in each of the three (3) classrooms utilized by juveniles and Office of Education staff at the Center; and

Whereas in light of the consideration provided by the Office of Education to the Probation Department, as stated herein below, the Probation Department has no objection to the foregoing monitoring activities.

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Consideration and Scope of Performance: The Probation Department will permit the installation of two (2) cameras in each classroom for a total of six (6) cameras. The cameras and related monitoring equipment (if necessary) will be installed by the Office of Education and remain its property.

Further, the "footage" produced by those cameras will be maintained and retained on Office of Education servers as required under Sections 26202.6 and 53160 of the Government Code. However, during that period of time, both the Office of Education and the Probation Department will have access to the footage. In addition, the Probation Department shall actively monitor the footage of the classrooms during those periods when they are being used for instructional purposes.

2. Term. This Agreement shall remain in effect until such time as either party shall provide/deliver 60 days prior written notice to the other party that this Agreement will be terminated at the expiration of the notification period.

Any such notice shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the notice is mailed by registered or certified mail addressed to the Deputy Chief Probation Officer in charge of the Center or to the Director/Principal of the Office of Education Alternative Education Program, as the case may be.

Any cameras and/or monitoring equipment installed by the Office of Education at the Center shall remain the property of the Office of Education and shall be removed from Probation Department property prior to expiration of the notice period for termination of the Agreement. Any damage caused by such removal shall be repaired, at its expense, by the Office of Education.

3. Indemnification. Each party shall indemnify, hold harmless and defend the other party, its officers, agents, employees and board members, from and against all claims, demands, suits, causes of action, liability, judgments, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the Indemnitor's performance under this Agreement or for any violation of or harm to any third party caused by Indemnitor's negligent or willful misconduct.

4. Laws and Regulations. Each party shall comply with all laws, ordinances, rules and regulations relating to the work/project/activity required by this Agreement.

5. Assignment. Neither party shall assign, transfer or convey any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment and/or delegation without the written consent of the other party shall be void.

6. General Interpretation. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted or in favor of the party receiving a particular benefit under this Agreement.

7. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon both parties and their respective successors and assigns.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Complete Agreement. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to its subject matter. It supersedes all prior and contemporaneous understandings and/or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth in this Agreement.

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

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

COUNTY OF KINGS KINGS COUNTY OFFICE OF EDUCATION

By: _____ By:  _____

Richard Valle, Chairman Carmen Barnhart, Assistant Superintendent

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:

Colleen Carlson, County Counsel

By: 

Carrie R Woolley, 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

August 28, 2018

SUBMITTED BY: Administration –Rebecca Campbell/Kyria Martinez

SUBJECT: SENATE BILL 1022 PHASE III JAIL PROJECT FACILITY SUBLEASE AGREEMENT

SUMMARY:

Overview:

On January 16, 2014 the County received an award in the amount up to \$20,000,000 through the Public Safety and Offender Rehabilitation Services Act of 2007 (as amended by Senate Bill (SB) 1022 Adult Local Criminal Justice Facilities Construction Financing Program). The State Department of Finance (DOF) and the California Department of Corrections and Rehabilitation (CDCR) are working towards going out for the State lease revenue bond; therefore the State is requesting to finalize the facility sublease.

Recommendation:

- 1) Adopt a Resolution authorizing the execution and delivery of the facility sublease with the California Department of Corrections and Rehabilitation for the SB 1022 Phase III jail expansion project and authorizing the Chairman to sign the sublease; and
- 2) Authorize the Chairman to sign the first amendment to easement agreement for grants access, utilities and repairs for the SB 1022 Phase III jail expansion project.

Fiscal Impact:

There is no fiscal impact with this action. The State has already been providing reimbursements on the project, and those reimbursements will eventually total \$20,000,000. The total hard costs of the project are estimated to be \$20,654,000.

(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

SB 1022 PHASE III JAIL PROJECT FACILITY SUBLEASE AGREEMENT

August 28, 2018

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The sources of funding to fund the project include the following:

- State Lease Revenue Bond Financing \$20,000,000
 - Mental Health Services Act Capital \$ 549,000
 - Capital Outlay Funds 105,000
- Total \$20,654,000

BACKGROUND:

On June 27, 2012, SB 1022 became law, and the County received a \$20 million lease-revenue bond in the form of a reimbursable grant from the State for an expansion of the County's Jail adult detentions facility.

Among the provisions in SB 1022, the State Public Works Board (SPWB) and the Board of State and Community Corrections (BSCC) were authorized to enter into agreements with participating counties to acquire, design, and construct, including expanding or renovating, an adult local criminal justice facility approved by the BSCC. The bill authorized the SPWB to issue up to \$500,000,000 in state lease-revenue bonds, notes, or bond anticipated notes to finance those approved adult local criminal justice facilities.

The project is nearing the end, and the State is moving towards going out for the bond sale. The County is being requested to enter into the Facility Sublease.

On October 22, 2013, the County, the State Public Works Board (SPWB), CDCR, and the Board of State and Community Corrections (BSCC) entered into a Project Delivery and Construction Agreement, with respect to the design and construction of a local jail facility. The County leased to CDCR the property site on which the jail has been constructed via a Ground Lease agreement, as of July 21, 2016, by and between the County, as landlord, and CDCR, as tenant, and consented to by the SPWB. Also at that time, CDCR and the County entered into an Easement Agreement for Grants of Access, Utilities, and Repairs.

The SPWB is providing long-term financing for the jail expansion project through the issuance and sale of the State Lease Revenue Bonds. Therefore, in order to issue these bonds for the project, CDCR intends to lease the Site to the SPWB, and the SPWB intends to lease the jail project site and completed jail expansion facility to CDCR pursuant to the terms of a Facility Lease. Therefore, upon the issuance of the Bonds, the County is being requested to enter into a Facility Sublease with CDCR, which is being presented to your Board today.

These documents have been reviewed and approved by County Counsel.

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS AUTHORIZING THE EXECUTION AND DELIVERY OF A FACILITY SUBLEASE AND FIRST AMENDMENT TO EASEMENT AGREEMENT FOR AND RATIFYING ALL PREVIOUS ACTIONS WITH RESPECT TO THE KINGS JAIL ADDITION AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the County of Kings (the “County”), the State Public Works Board of the State of California (the “Board”), the Department of Corrections and Rehabilitation of the State of California (the “Department”) and the Board of State and Community Corrections of the State of California (the “BSCC”) have previously entered into that certain Project Delivery and Construction Agreement dated as of November 20, 2015 with respect to the construction of an adult local criminal justice facility described in Exhibit A hereto (the “Project”); and

WHEREAS, the County has leased to the Department certain real property (the “Site”) described in Exhibit B to that certain Ground Lease dated as of July 21, 2016, by and between the County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on August 23, 2016 in the Official Records of the County as Document No. 1614424 (the “Ground Lease”) on which the Project has been constructed; and

WHEREAS, the Department and the County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs dated as of July 21, 2016 and recorded on August 23, 2016 in the Official Records of the County as Document No. 1614423 (the “Easement Agreement”) pursuant to which the County granted to the Department and the Board certain appurtenant easements in certain property adjacent to the Site; and

WHEREAS, the Board intends to provide long-term financing for the Project through the issuance and sale of lease revenue bonds of the Board (the “Bonds”) as authorized by the State Building Construction Act of 1955 (being Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15800) (the “Act”), which Bonds will be secured, in part, by the Base Rental payments to be made under a Facility Lease to be entered into by and between the Department and the Board (the “Facility Lease”); and

WHEREAS, in connection with the issuance of the Bonds, the Department intends to lease the Site to the Board pursuant to the terms of a Site Lease between the Board and the Department (the “Site Lease”) and the Board intends to lease the Site and the Project (together, the “Facility”) to the Department pursuant to the terms of the Facility Lease; and

WHEREAS, upon the issuance of the Bonds, the County and the Department intend to enter into a Facility Sublease (the “Facility Sublease”), the form of which has been presented to the Board of Supervisors for approval at the meeting at which this resolution is being adopted; and

WHEREAS, the Board has advised the County that an amendment to the Easement Agreement is necessary to facilitate the construction and operation of the Project and there has been

presented to the meeting at which this resolution is being adopted the form of a First Amendment to Easement Agreement (the "First Amendment") by and between the Department and the County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Kings that:

Section 1. Each of the foregoing recitals is true and correct.

Section 2. The forms of the Facility Sublease and the First Amendment presented at this meeting are hereby approved. Each of the Chair of the Board of Supervisors, the County Administrative Officer, the Assistant County Administrative Officer and the Director of Finance of the County or their designees (collectively, the "Authorized Officers"), acting alone, is hereby authorized for and in the name of the County to execute, and the Clerk of the Board of Supervisors is authorized to attest, the Facility Sublease and the First Amendment, in substantially the forms hereby approved, with such additions thereto and changes therein as are required by the Department or the Board as conditions to the issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by any one of the Authorized Officers each of whom, acting alone, is authorized to approve such changes. Each of the Authorized Officers is further authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Facility Sublease. The County hereby consents to the terms of the Site Lease and the Facility Lease and acknowledges that the County's right to occupy the Facility pursuant to the Facility Sublease may be terminated (i) in the event of a default under the Facility Lease, as a result of the Board exercising its rights to re-enter and re-let the Facility in accordance with the Facility Lease, and (ii) in the event of a default under the Facility Sublease as a result of the Department exercising its rights to re-enter and re-let the Facility in accordance with the Facility Sublease.

Section 3. All actions heretofore taken by any officer of the County with respect to the execution and delivery of the Ground Lease and the Easement Agreement are hereby ratified, approved and confirmed and the County affirms that the Ground Lease and the Easement Agreement remain in full force and effect and enforceable against the County in accordance with their terms.

Section 4. Each of the Authorized Officers and the other officers of the County, acting alone, is hereby authorized to do any and all things and to execute and deliver any and all documents, certificates (including tax certificates) and agreements which they may deem necessary and advisable in order to consummate the execution and delivery of the Facility Sublease and the First Amendment and the issuance of the Bonds and otherwise effectuate the purposes of this Resolution. In the event that the Clerk of the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

Section 5. This Resolution shall take effect from and after its date of adoption.

ADOPTED, SIGNED AND APPROVED this 28th day of August, 2018.

Richard Valle
Chair of the Board of Supervisors
County of Kings, California

ATTEST:

Catherine Venturella
Clerk of the Board of Supervisors
County of Kings, California

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

Dated: _____

By: _____
Carrie R. Woolley,
Deputy County Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF KINGS)

I, Catherine Venturella, Clerk of the Board of Supervisors of Kings County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 28th day of August, 2018, and that it was so adopted by the following vote of said Board:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

IN WITNESS WHEREOF, I have hereunto set my hand and seal this __ day of _____,
2018.

Catherine Venturella
Clerk of the Board of Supervisors of
Kings County, California

STATE OF CALIFORNIA)
) ss.
COUNTY OF KINGS)

I, Catherine Venturella, Clerk of the Board of Supervisors of the County of Kings, do hereby certify that the above and foregoing Resolution is a full, true and correct copy of Resolution No. _____ of said Board, and that the same has not been amended or repealed as of the date hereof.

DATED: _____, 2018.

Catherine Venturella
Clerk of the Board of Supervisors of Kings County,
California

EXHIBIT A

DESCRIPTION OF PROJECT

Kings Jail Addition:

This project (the “Kings Jail Addition”) includes two buildings to provide space for additional housing, program, treatment, and support space, as well as a day reporting center, to support an existing jail in the city of Hanford on county-owned land.

One of the Kings Jail Addition buildings expands the existing adult correctional facility financed, in part, with the Board’s 2017 Series A Bonds. The Kings Jail Addition will be dependent on the adjacent adult correctional facility for several core operational components, including, but not limited to, water, sewer, electrical, heating, ventilation and air conditioning. This building is approximately 24,340 square feet and constructed of precast concrete and steel. This building includes a new mental health unit with 24 beds, multipurpose rooms, an interview room, recreation yards, video visitation, a new kitchen, vocational classrooms, and space for programs, storage, and maintenance.

The other Kings Jail Addition building is a 4,080 square foot stand-alone wood-framed building on the existing jail site. This building functions as a new day reporting center with a lobby, interview rooms, and program and office space.

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
STRADLING YOCCA CARLSON & RAUTH)
660 Newport Center Drive, Suite 1600)
Newport Beach, California 92660)
Attention: Robert J. Whalen, Esq.)

[Space above for Recorder's use.]

FACILITY SUBLEASE

by and between the

**DEPARTMENT OF CORRECTIONS AND REHABILITATION
OF THE STATE OF CALIFORNIA,
as Sublessor**

and

**COUNTY OF KINGS,
as Sublessee**

Dated as of _____ 1, 201_

**KINGS JAIL ADDITION
(KINGS COUNTY)**

NO DOCUMENTARY TRANSFER TAX DUE.
This Facility Sublease is recorded for the benefit of the State of California and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code. Lease term less than 35 years.

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FACILITY SUBLEASE

This Sublease (this "Facility Sublease"), dated as of _____ 1, 201_, is made and entered into by and between the DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA, as sublessor (the "Department") and the COUNTY OF KINGS, a political subdivision of the State of California, as sublessee (the "Participating County").

RECITALS

WHEREAS, pursuant to Chapter 3.13 of Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15820.92 (the "Law"), the State Public Works Board (the "Board") is authorized to finance the acquisition, design, and construction of an adult criminal justice facility; and

WHEREAS, in accordance with the Law the Participating County has constructed an adult criminal justice facility as described in Exhibit B hereto (the "Project"), which is located at 1570 Kings County Drive, Hanford, CA 93230, on the real property described and depicted in Exhibit A hereto (the "Site"), fee title to which is owned by the Participating County; and

WHEREAS, the Participating County, as fee owner of the Site, has leased the Site to the Department pursuant to a Ground Lease, dated July 21, 2016, executed by and between the Participating County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on August 23, 2016 in the Official Records of the County of Kings as Document No. 1614424 (the "Ground Lease"); and

WHEREAS, further to the terms of the Ground Lease, the Department and the Participating County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs dated as of July 21, 2016 and recorded on August 23, 2016 in the Official Records of the County of Kings as Document No. 1614423 and that certain First Amendment to Easement Agreement for Grants of Access, Utilities and Repairs dated as of September __, 2018 and recorded on September __, 2018 in the Official Records of the County of Kings as Document No. _____ (as amended, the "Easement Agreement") pursuant to which the Participating County granted to the Department and the Board certain appurtenant easements in certain property depicted in Exhibit A hereto (the "Easement Property") necessary for the quiet enjoyment and beneficial use of the Site by the Department and the Board;

WHEREAS, pursuant to the Law, the Board has issued its Lease Revenue Bonds 201_ Series __ (_____) (the "Bonds") to finance and refinance the Project, in conjunction with which the Department, as lessor, and the Board, as lessee, entered into a site lease dated as of _____ 1, 201_ (the "Site Lease"), providing for the sublease of the Site to the Board, and the Board, as lessor, and the Department, as lessee, entered into a facility lease dated as of _____ 1, 201_ (the "Facility Lease"), providing for the leasing of the Site and the Project to the Department (the Site, together with the Project, the "Facility"); and

WHEREAS, the Site Lease and the Facility Lease will provide security for the Bonds which have been issued by the Board under an indenture dated as of April 1, 1994, as amended by the Tenth Supplemental Indenture, dated as of September 1, 1996, the Forty-Second Supplemental Indenture, dated as of October 1, 2002, the Fifty-Second Supplemental Indenture, dated as of October 15, 2004,

and the Ninety-Third Supplemental Indenture, dated as of October 12, 2009 (collectively the “Master Indenture”), as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 201_ (together with the Master Indenture, the “Indenture”) between the Board and the Treasurer of the State of California, as trustee (the “State Treasurer”); and

WHEREAS, the Department, pursuant to the Law, is authorized to enter into one or more subleases and/or contracts with the Participating County; and

WHEREAS, the Participating County, as sublessee, will be responsible for all the maintenance and operating costs for the Facility; and

WHEREAS, payment of the principal of and interest on the Bonds will be made through rental payments made under the Facility Lease by the Department from annual appropriations to the Department included in the State budget, but the costs of operating and maintaining the Facility will be paid by the Participating County; and

WHEREAS, it is the intent of the parties that, upon the payment in full of the Bonds and all other indebtedness incurred by the Board for the Project, if any, the Ground Lease, the Easement Agreement, the Site Lease, the Facility Lease and this Facility Sublease will terminate in accordance with their respective terms and fee title to the Project will vest in the Participating County pursuant to the terms and conditions in the Ground Lease.

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned such terms in the Facility Lease or the Indenture.

SECTION 2. Sublease of the Facility to the Participating County Subject to Facility Lease. The Participating County hereby leases the Facility from the Department, and the Department hereby leases the Facility to the Participating County, on the terms and conditions hereinafter set forth, subject to all easements, encumbrances and restrictions of record, including without limitation, the terms and conditions of the Site Lease. This Facility Sublease is in all respects subordinate and subject to the Facility Lease. The Participating County covenants it shall continuously operate and maintain the Facility and shall have no right to abandon the Facility.

SECTION 3. Term. The term of this Facility Sublease shall commence on the date of initial issuance and delivery of the Bonds and shall terminate on the same date as the Facility Lease, unless such term is extended by the parties hereto, or unless sooner terminated as provided herein, provided, however, except as set forth in Section 10(b) or (c), no termination of this Facility Sublease shall occur until all the Bonds and all other indebtedness incurred by the Board for the Project, if any, have been fully repaid.

SECTION 4. Consideration and Conflict between Documents. The Department makes this Facility Sublease in consideration for the public benefit to the State of California (the “State”) provided by the Project, which is described in Government Code Section 15820.923, and for undertaking by the Participating County of the financial obligations required under this Facility Sublease. This Facility Sublease is subject to the terms of the Ground Lease, Easement Agreement, Site Lease and Facility Lease and in the event of a conflict between this Facility Sublease and any of

the Ground Lease, Easement Agreement, Site Lease or the Facility Lease, the provisions of the Ground Lease, Easement Agreement, Site Lease or the Facility Lease, as the case may be, shall control.

SECTION 5. Purpose and Use. The Site shall be used by the Participating County for the purpose of staffing, operating and maintaining the Project and appurtenances related thereto, in order to provide the Project and for such other purposes as may be ancillary and related thereto for State and local criminal justice agencies. The Participating County shall be required to obtain the prior written consent of the Department and the Board for any change in use of the Facility, or any part thereof and at the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such change in use will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes.

SECTION 6. Obligations of Participating County.

(a) Maintenance, Repair, Replacement and Utilities. The Participating County shall, at its own cost and expense, pay for all maintenance and repair, both ordinary and extraordinary, of the Facility. The Participating County shall at all times maintain, or otherwise arrange for the maintenance of, the Facility in good condition, and the Participating County shall pay for, or otherwise arrange for, the payment of all utility services supplied to the Facility, and shall pay for, or otherwise arrange for, the payment of the costs of the repair and replacement of the Facility resulting from ordinary or extraordinary wear and tear or want of care on the part of the Participating County or any other cause (except for a catastrophic uninsured loss), and shall pay for, or otherwise arrange for, the payment of any insurance policies, except those provided by the Department pursuant to the Facility Lease.

(b) Rent. The Department shall pay all Base Rental and Additional Rental as defined in and as required under the Facility Lease. The Participating County shall pay upon the order of the Department or the Board as rent hereunder such amounts, if any, in each year as shall be required by the Department or Board for the payment of all applicable taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Department, the Board or the State Treasurer affecting or relating to the Facility or their respective interests or estates therein. Except for the Base Rental and Additional Rental obligations and insurance obligations as specified in the Facility Lease, the Department shall have no duty under this Facility Sublease to pay for any other costs to maintain and operate the Facility. The rent required under this Section 6(b) shall be abated proportionately during any period in which the Department's obligation to pay rent under the Facility Lease shall be abated.

The Participating County shall submit to the Department within 15 Business Days of the final adoption of the Participating County's budget each year, a copy of its approved and authorized budget, or other written information acceptable to the Department, that details the amounts allocated to maintain and operate the Facility, including any reserves. On November 1 of each year during the term of this Facility Sublease, the Department shall submit a report to the Board including a summary of the information provided by the Participating County as set forth in this paragraph. This report shall be in a form approved by the Board and shall incorporate any other summary to be provided by the Department pursuant to the terms of any facility sublease entered into by the Department in connection with facilities constructed pursuant to the Law, as applicable.

SECTION 7. Insurance.

(a) Insurance Obligations of the Department. The Department will pay or cause to be paid the cost of all insurance required to be maintained under the Facility Lease. The Participating County will not be required to pay or reimburse the Department or any other State agency for these insurance costs or any deductible paid by the State. The Department will provide, or cause to be provided, proof of insurance coverage to the Participating County upon request of the Participating County.

In the event of (i) damage or destruction of the Facility caused by the perils covered by the insurance required under the Facility Lease and (ii) if the Board elects, under the terms of the Facility Lease and the Indenture, to redeem the outstanding Bonds, and (iii) if any insurance proceeds remain after the Bonds have been redeemed and such remaining proceeds are not needed under the terms of the Indenture, and (iv) such funds are distributed to the Department, then the Department agrees to distribute such funds to the Participating County.

The Department will not insure the Participating County's equipment, stored goods, other personal property, fixtures, or tenant improvements, nor such personal property owned by Participating County's, subtenants or assigns, if any, or invitees. The Department shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the Facility by the Participating County caused by fire or other casualty, or to replace any such personal property or trade fixtures. The Participating County may, at its sole option and expense, obtain physical damage insurance covering its equipment, stored goods, other personal property, fixtures or tenant improvement or obtain business interruption insurance.

To the extent permitted by law, the Department and the Participating County agree to release the other and waive their rights of recovery against the other for damage to the Facility or their respective property at the Facility arising from perils insured under any commercial property insurance listed in this Facility Sublease or the Facility Lease. The property insurance policies of the Department and the Participating County shall contain a waiver of subrogation endorsement in favor of the other.

(b) Insurance Obligations of the Participating County. The Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained from an insurance company or companies approved to do business in the State of California and maintain during the entire term of this Facility Sublease, the following insurance coverage for the Facility:

(1) General liability insurance in an amount not less than one million Dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal liability;

(2) By signing this Facility Sublease, the Participating County hereby certifies that it is aware of the provisions of Section 3700, *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may apply during the term of this Facility Sublease.

(3) Auto insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles or coverage for any auto.

(c) Additional Insureds. The Participating County agrees that the Department and the Board and their officers, agents and employees shall be included as additional insureds in all insurance required herein.

(d) Insurance Certificate. The Participating County shall submit or cause to be submitted to the Department, by no later than June 30th of each year, a certificate of insurance or other evidence of insurance in a form satisfactory to the Department demonstrating that the insurance required to be maintained by the Participating County hereunder is in full force and effect.

(e) Self-Insurance. Notwithstanding any other provision of this Section, the Participating County may satisfy the insurance obligations hereunder by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Participating County and acceptable to the Department and the Board. The Participating County shall furnish the Department and the Board with a certificate or other written evidence of the Participating County’s election to provide or cause to be provided all or part of its coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof.

SECTION 8. Assignment, Subletting of Facility or Third Party Use.

(a) The Participating County shall not sublet, assign or allow any third party, including but not limited to the federal government or any agency or instrumentality thereof, to use any portion of the Facility, or permit its subtenants, assignees or third party users to sublet or assign portions of the Facility, without obtaining the prior written consent and approval of the Department and the Board, which may be granted or denied in their sole discretion, and, provided further, that any such sublease, assignment or use agreement shall be subject to the following conditions:

(1) Any sublease, assignment or use agreement related to the Facility entered into or consented to by the Participating County shall explicitly provide that such agreement is subject to all rights of the Board under the Facility Lease, including, the Board’s right to re-enter and re-let the Facility or terminate the Facility Lease upon a default by the Department and to all rights of the Department under this Facility Sublease including, the Department’s right to re-enter and re-let the Facility or terminate this Facility Sublease upon a default by the Participating County; and

(2) At the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such sublease, assignment or use agreement will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes.

(b) The Participating County acknowledges that, if the Department breaches the terms of the Facility Lease, a remedy for such breach available to the Board under the Facility Lease is to enter and re-let the Facility to an entity other than the Department. If the Board, at its discretion,

chooses to exercise this remedy, the Board agrees that its first offer to relet the Facility shall be made to the Participating County; provided, however, the terms of such offer shall be determined at the sole reasonable discretion of the Board.

(c) This Facility Sublease shall not be subordinated to any sublease, assignment or use agreement.

(d) In furtherance of the requirements of Government Code Section 15820.926, the Participating County covenants and agrees that it is not and will not enter into any lease or similar arrangement of the housing capacity in the Facility to any other public or private entity for a period of 10 years beyond the completion date of the Facility.

SECTION 9. Hazardous Materials. The Participating County shall fully disclose in writing to the Department and the Board the existence, extent and nature of any Hazardous Materials (defined below), substances, wastes or other environmentally regulated substances, of which the Participating County has actual knowledge relative to the Facility. The Participating County further warrants, covenants and represents that it will promptly notify the Department and the Board in writing of any change in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in, around or under the Facility or used in connection therewith, of which the Participating County gains actual knowledge, and will transmit to the Department and the Board copies of any citations, orders, notices or other material governmental or other communication received by the Participating County with respect to any other Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Facility. The Participating County shall ensure (as to itself), and shall use its best efforts to ensure (as to its contractors, consultants, sublessees and other agents), that all activities of the Participating County or any officers, employees, contractors, consultants, sublessees, or any other agents of the Participating County performed at the Facility will be in full compliance with all Environmental Laws, and further agrees that neither the Participating County nor its contractors, consultants, sublessees, agents, officers or employees will engage in any management of solid wastes or Hazardous Materials at the Facility which constitutes noncompliance with or a violation of any Environmental Law. If there is a release of Hazardous Materials on or beneath the Facility which constitutes noncompliance with or a violation of any Environmental Law, the Participating County shall promptly take all action necessary to investigate and remedy such release.

The Participating County shall defend, indemnify and hold the State of California, including, but not limited to, the Department, the Board and their officers, directors, agents, employees and successors and assigns (each, an "Indemnified Party" and, together, the "Indemnified Parties") harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorneys', consultants', or experts' fees and expenses of every kind and nature) suffered by or asserted against one or more of the Indemnified Parties as a direct or indirect result of any warranty or representation made by the Participating County in the preceding paragraph being false or untrue in any material respect or the breach of any obligation of the Participating County in the preceding paragraph or as a result of any act or omission on the part of the Participating County or any contractor, consultant, sublessee or other agent of the Participating County which constitutes noncompliance with or a violation of any Environmental Law. The indemnification obligations set forth in this paragraph shall survive any termination of this Facility Sublease.

“Hazardous Materials” means any substance, material, or waste which is or becomes, prior to the date of execution and delivery hereof, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous substance”, “hazardous material”, “toxic substance”, “solid waste”, “pollutant or contaminant”, “hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 U.S.C.A §§ 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 U.S.C.A §§ 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 U.S.C.A §§ 1251 *et seq.*]; the Toxic Substances Control Act (“TSCA”) [15 U.S.C.A §§ 2601 *et seq.*]; the Federal Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A §§ 136 *et seq.*]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A §§ 9601 *et seq.*]; the Clean Air Act [42 U.S.C.A §§ 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C.A §§ 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C.A §§ 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C.A §§ 1201 *et seq.*]; the Emergency Planning and Community Right-to-Know Act [42 U.S.C.A §§ 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C.A §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health & Saf. Code §§ 25280 *et seq.*]; the California Hazardous Substances Account Act [Health & Saf. Code §§ 25300 *et seq.*]; the California Hazardous Waste Control Act [Health & Saf. Code §§ 25100 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [Health & Saf. Code §§ 25249.5 *et seq.*]; the Porter-Cologne Water Quality Act [Wat. Code §§ 13000 *et seq.*], including without limitation, Sections 25115, 25117 or 25122.7 of the California Health and Safety Code, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Talmer Hazardous Substance Account Act), (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code.

“Environmental Laws” means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to Hazardous Materials to which the Participating County or the Facility is subject, including all those laws referenced above in the definition of Hazardous Materials.

SECTION 10. Termination, Breach, Default and Damages.

(a) This Facility Sublease shall terminate upon the occurrence of the expiration of the Facility Lease as set forth in Section 3.

(b) If the Participating County shall fail to keep, observe or perform any term, covenant or condition contained herein to be kept or performed by the Participating County for a period of sixty (60) days after notice of the same has been given to the Participating County by the Department or the Board or for such additional time as is reasonably required, in the sole discretion of the Department, with the consent of the Board, to correct any of the same, the Participating County shall be deemed to be in default hereunder and it shall be lawful for the Department to exercise any and all remedies available pursuant to law or granted pursuant to this Facility Sublease. Upon any such default, the Department, in addition to all other rights and remedies it may have at law, shall, with the consent of the Board, have the option to do any of the following:

(1) To terminate this Facility Sublease in the manner hereinafter provided on account of default by the Participating County, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place. In the event of such termination, the Participating County agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Department and the Board all damages recoverable at law that the Department may incur by reason of default by the Participating County, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained. Neither notice to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Department nor any proceeding in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting such re-entry or obtaining possession of the Facility, nor the appointment of a receiver upon initiative of the Department to protect the Board's interest under the Facility Lease shall of itself operate to terminate this Facility Sublease, and no termination of this Facility Sublease on account of default by the Participating County shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Department shall have given written notice to the Participating County of the election on the part of the Department to terminate this Facility Sublease. The Participating County covenants and agrees that no surrender of the Facility or of the remainder of the term hereof or any termination of this Facility Sublease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Department by such written notice.

(2) Without terminating this Facility Sublease, (i) to enforce any term or provision to be kept or performed by the Participating County or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Department does not elect to terminate this Facility Sublease in the manner provided for in subparagraph (1) hereof, the Participating County shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Participating County, and notwithstanding any entry or re-entry by the Department or suit in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting a re-entry or obtaining possession of the Facility. Should the Department elect to re-enter as herein provided, the Participating County hereby irrevocably appoints the Department as the agent and attorney-in-fact of the Participating County to re-let the Facility, or any part thereof, from time to time, either in the Department's name or otherwise, upon such terms and conditions and for such use and period as the Department may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the Participating County, and the Participating County hereby exempts and agrees to save harmless the Department from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Department or its agents. The Participating County agrees that the terms of this Facility Sublease constitute full and sufficient notice of the right of the Department to re-let the Facility in the event of such re-entry without effecting a surrender of this Facility Sublease. The Participating County further agrees that no acts of the Department in effecting such re-letting shall constitute a surrender or termination of this Facility Sublease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the

event of such default by the Participating County the right to terminate this Facility Sublease shall vest in the Department to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Participating County further agrees to pay the Department the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the Participating County of the completion and installation of such additions or alterations.

(c) This Facility Sublease may be terminated at the option of the Board if the Board determines to exercise its right to enter and re-let the Facility under the Facility Lease pursuant to a default by the Department thereunder.

(d) In addition to any default resulting from breach by the Participating County of any term or covenant of this Facility Sublease, if (1) the Participating County's interest in this Facility Sublease or any part thereof be assigned, sublet or transferred without the prior written consent to the Department and the Board, either voluntarily or by operation of law, or (2) the Participating County or any assignee shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Participating County asks or seeks or prays to be adjudicated as bankrupt, or is to be discharged from any or all of the Participating County's debts or obligations, or offers to the Participating County's creditors to effect a composition or extension of time to pay the Participating County's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the Participating County's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Participating County, or if a receiver of the business or of the property or assets of the Participating County shall be appointed by any court, except a receiver appointed at the insistence or request of the Department or the Board, or if the Participating County shall make a general or any assignment for the benefit of the Participating County's creditors, or (3) the Participating County shall abandon the Facility, then the Participating County shall be deemed to be in default hereunder.

(e) The Department shall in no event be in default in the performance of any of its obligations hereunder unless and until the Department shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after notice by the Participating County to the Department that the Department has failed to perform any such obligation.

(f) The Participating County hereby waives any and all claims for damages caused or which may be caused by the Department in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the Department, or any other person, that may be in or upon the Facility, except for such claims resulting from the intentional or negligent actions of the Department or its agents.

Each and all of the remedies given to the Department hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Department to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation or other

utilization by the Department of the Facility. If any statute or rule of law validly shall limit the remedies given to the Department hereunder, the Department nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Department shall prevail in any action brought to enforce any of the terms and provisions of this Facility Sublease, the Participating County agrees to pay reasonable attorney's fees incurred by the Department in attempting to enforce any of the remedies available to the Department hereunder; whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

SECTION 11. Additions, Betterments, Extensions or Improvements; Prohibition Against Encumbrance.

(a) Subject to the limitations set forth in this Section 11, at its sole cost and expense, the Participating County shall have the right during the term of this Facility Sublease to make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or signs to the Facility if such additions, betterments, extensions or improvements or fixtures, structures or signs are necessary or beneficial for the use of the Facility by the Participating County; provided, however, that any such changes to the Facility shall be made in a manner that does not result in an abatement of the rental hereunder or the rental due from the Department under the Facility Lease.

(b) If any proposed additions, betterments, extensions or improvements of the Facility require recommendations to be provided by the Board of State and Community Corrections of the State of California ("BSCC") in accordance with California Penal Code Section 6029 or other law granting similar regulatory authority to the BSCC, the Participating County shall, concurrently with the submission to BSCC, request the approval of the Department and the Board to such additions, betterments, extensions or improvements. The Participating County acknowledges the commencement of such additions, betterments, extensions or improvements shall be subject to receipt by the Participating County of the Board's approval thereto. In the event the Participating County shall at any time during the term of this Facility Sublease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed or materials to be supplied in or upon the Facility, the Participating County shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Participating County in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Department's or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Department's or the Board's interest therein, the Participating County shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Participating County desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the Participating County shall forthwith pay or cause to be paid and discharged such judgment. In accordance with Section 20, the Participating County agrees to and shall, to the maximum extent permitted by law, defend, indemnify and hold the Department, the Board, the State Treasurer and their officers, directors, agents, employees, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a

result of any such lien or claim of lien against the Facility or the Department's or the Board's interest therein.

(c) The Participating County agrees it will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Facility or the Easement Property except Permitted Encumbrances (defined below).

The term "Permitted Encumbrances" means as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, not then delinquent; (2) the Ground Lease, the Site Lease and the Facility Lease, as they may be amended from time to time; (3) easements (including the Easement Agreement), rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, which exist of record as of the date of issuance of the Bonds; (4) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the date of issuance of the Bonds and to which the Board consents in writing; and (5) this Facility Sublease and any sublease, assignment or use agreement approved by the Board in accordance with Section 8 hereof.

(d) The Department hereby covenants and agrees that, except as set forth in Sections 8 and 10, neither this Facility Sublease nor any interest of either party in this Facility Sublease shall be sold, mortgaged, pledged, assigned, or transferred by voluntary act or by operation of law or otherwise.

(e) The Participating County shall not in any manner impair, impede, or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

SECTION 12. Continuing Disclosure. The Participating County hereby covenants and agrees that it will fully cooperate with the Department, the Board and the State Treasurer so that they can comply with and carry out all of the provisions of the Continuing Disclosure Agreement and will provide all information reasonably requested by the Department, the Board or the State Treasurer regarding the Facility, in connection with continuing disclosure obligations. The Participating County further covenants to provide notice to the Department, the Board and the State Treasurer within five Business Days of the occurrence of any event which causes any portion of the Facility not to be available for beneficial use or occupancy by the Participating County.

SECTION 13. Status of Private Activity Use of the Facility. The Participating County hereby covenants and agrees to provide information to the Department and the Board by January 31 of each year regarding the private activity use, if any, of the Facility. Any such private use must be consistent with the Participating County's covenants pursuant to Section 14 hereof. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds and acknowledged to by the Participating County in its certificate attached to the Tax Certificate.

SECTION 14. Tax Covenants.

(a) The Participating County covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue

Code of 1986, as amended; and any applicable regulations promulgated from time to time thereunder. The Participating County further covenants that it will not take any action or fail to take any action, if such action or the failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) The Participating County covenants that it will not use or permit more than 10% of (i) the proceeds of the Bonds or the Project to be used in the aggregate for any activities that constitute a “Private Use” (as such term is defined in paragraph (d) below). The Participating County covenants that it will not cause more than 10% of the principal of or interest on the Bonds under the terms thereof or any underlying arrangement, to be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or which will be derived from payments in respect of property used for a Private Use.

(c) The Participating County covenants that it shall not take or permit to be taken any action or actions which would cause more than 5% of the proceeds of the Bonds or the Project to be used for a Private Use that is unrelated or disproportionate to the governmental use of the proceeds of the Bonds (an “Unrelated or Disproportionate Use”) or to cause more than 5% of the principal of or interest on the Bonds to be directly or indirectly secured by any interest in property used or to be used for a Private Use that is an Unrelated or Disproportionate Use or in payments in respect of property used or to be used for a Private Use that is an Unrelated or Disproportionate Use.

(d) The term “Private Use” means any activity that constitutes a trade or business that is carried on by persons or entities other than a “governmental person,” which is defined within Treasury Regulation Section 1.141-1(b) as a state or local governmental unit or any instrumentality thereof. A “governmental person” does not include the United States or any agency or instrumentality thereof. The leasing of property financed or refinanced with proceeds of the Bonds or the use by or the access of a person or entity other than a governmental unit to property or services on a basis other than as a member of the general public shall constitute a Private Use. Private Use may also result from certain management and service contracts as described in paragraph (e) below.

(e) The Participating County will not enter into any arrangement with any person or entity other than a state or local governmental unit which provides for such person to manage, operate, or provide services with respect to the Facility (or any portion thereof) (a “Service Contract”), unless the guidelines set forth in Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 (the “Guidelines”), are satisfied and the Board, in its discretion, consents to such Service Contract.

(f) The Participating County covenants to maintain records relating to the Project as are required to be maintained by it in accordance with the Tax Certificate.

SECTION 15. No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Facility Sublease with any other estate or interest in the Facility, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Facility created by this Facility Sublease as well as another estate or interest in the Facility.

SECTION 16. Waste. The Participating County shall not commit, suffer, or permit any waste or nuisance on or within the Facility or any acts to be done thereon in violation of any laws or ordinances.

SECTION 17. Amendments. This Facility Sublease may not be amended, changed, modified or altered without the prior written consent of the parties hereto and the Board.

SECTION 18. Waiver. Any waiver granted by the Department of any breach by the Participating County of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof. The Department shall not grant any such waiver without the prior written consent of the Board.

SECTION 19. Non-Liability of the Department and other State Entities. Any obligation of the Department created by or arising out of this Facility Sublease shall not impose a debt or pecuniary liability upon the Department, the Board or the State of California, or a charge upon the general credit or taxing powers thereof, but shall be payable solely out of funds duly authorized and appropriated by the State.

The delivery of this Facility Sublease shall not, directly or indirectly or contingently, obligate the Board, the Department, the State Treasurer or the State of California to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of the Participating County, the Board or the Department shall be construed to authorize the creation of a debt of the Board, the Department, the State Treasurer or the State of California, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the Board, the Department or the State of California.

SECTION 20. Indemnification. As required by California Government Code Section 15820.924 the Participating County agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all claims and losses accruing and resulting from or arising out of the acquisition, design and construction of the Project and the Participating County's use and occupancy of the Facility, including the use and occupancy of the Facility by any sublessee or invitee of the Participating County. The Participating County's obligation to indemnify, defend and hold harmless under this Section shall extend to all such claims and losses arising, occurring, alleged, or made at any time, including prior to, during, or after the period that this Facility Sublease is in full force and effect. Notwithstanding the preceding sentence, the Participating County will not be required to indemnify, defend or hold harmless an Indemnified Party from any claim which arises, in whole or in part, from the gross negligence or willful misconduct or omission of such Indemnified Party. The indemnification obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease.

SECTION 21. Law Governing. This Facility Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist. Any action or proceeding to enforce or interpret any provision of this Facility Sublease shall, to the extent permitted by law, be brought, commenced or prosecuted in the courts of the State located in the County of Sacramento, California.

SECTION 22. Headings. All section headings contained in this Facility Sublease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Facility Sublease.

SECTION 23. Notices. All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other

shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Department: Department of Corrections and Rehabilitation
of the State of California
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
Attention: Director

To the Board: State Public Works Board
915 "L" Street, 9th Floor
Sacramento, CA 95814
Attention: Executive Director

To the State Treasurer: Treasurer of the State of California
Public Finance Division
915 Capitol Mall, Room 261
Sacramento, CA 95814
Attention: Public Finance Division

To the Participating County: County of Kings
1400 W. Lacey Boulevard
Hanford, CA 93230
Attention: Administration Office

with a copy to:

Kings County Counsel
1400 W. Lacey Boulevard, Building 4
Hanford, CA 93230

The address to which notices shall be mailed as aforesaid to any party may be changed by written notice given by such party to the others as hereinabove provided.

SECTION 24. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 25. Validity and Severability. If for any reason this Facility Sublease or any part thereof shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Department or by the Participating County, all of the remaining terms of this Facility Sublease shall nonetheless continue in full force and effect. If for any reason it is held by such a court that any of the covenants and conditions of the Participating County hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Facility Sublease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the Participating County annually in consideration of the right of the Participating County to possess, occupy and use the Facility, and all the other terms, provisions and conditions of this

Facility Sublease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect, to the extent permitted by law.

SECTION 26. Execution. This Facility Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Facility Sublease. It is also agreed that separate counterparts of this Facility Sublease may separately be executed by the Department, the Participating County and any other signatory hereto, all with the same force and effect as though the same counterpart had been executed by the Department, the Participating County and such other signatory.

SECTION 27. Multiple Originals. This Facility Sublease may be executed in any number of originals, each of which shall be deemed to be an original.

SECTION 28. Net Lease. This Facility Sublease shall be deemed and construed to be a “net lease” and the Participating County hereby agrees that the rentals provided for herein shall be an absolute net return to the Department, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 29. Board as Third Party Beneficiary. The Board is a third party beneficiary of this Facility Sublease.

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IN WITNESS WHEREOF, the Department and the Participating County have caused this Facility Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By: _____
Kenneth Pogue
Undersecretary,
Administration and Offender Services

APPROVED (Pursuant to Government Code
section 11005.2):

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA

By: _____
Authorized Signatory

CONSENT AND ACKNOWLEDGEMENT OF
THE BOARD:

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Christopher Lief
Executive Director

COUNTY OF KINGS

By: _____
Richard Valle
Chair of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

Colleen Carlson, County Counsel

By: _____
Carrie R. Woolley,
Deputy County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Facility conveyed under the foregoing to the County of Kings, a political subdivision duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Kings, pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____, 201_ and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 201_

COUNTY OF KINGS

By: _____
Richard Valle
Chair of the Board of Supervisors

EXHIBIT A
LEGAL DESCRIPTION
KINGS JAIL ADDITION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF KINGS)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT B

DESCRIPTION OF PROJECT

Kings Jail Addition:

This project (the “Kings Jail Addition”) includes two buildings to provide space for additional housing, program, treatment, and support space, as well as a day reporting center, to support an existing jail in the city of Hanford on county-owned land.

One of the Kings Jail Addition buildings expands the existing adult correctional facility financed, in part, with the Board’s 2017 Series A Bonds. The Kings Jail Addition will be dependent on the adjacent adult correctional facility for several core operational components, including, but not limited to, water, sewer, electrical, heating, ventilation and air conditioning. This building is approximately 24,340 square feet and constructed of precast concrete and steel. This building includes a new mental health unit with 24 beds, multipurpose rooms, an interview room, recreation yards, video visitation, a new kitchen, vocational classrooms, and space for programs, storage, and maintenance.

The other Kings Jail Addition building is a 4,080 square foot stand-alone wood-framed building on the existing jail site. This building functions as a new day reporting center with a lobby, interview rooms, and program and office space.

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
STRADLING YOCCA CARLSON & RAUTH)
660 Newport Center Drive, Suite 1600)
Newport Beach, California 92660)
Attention: Robert J. Whalen, Esq.)

[Space above for Recorder's use.]

**FIRST AMENDMENT TO EASEMENT AGREEMENT FOR GRANTS OF ACCESS,
UTILITIES AND REPAIRS**

by and between the

**COUNTY OF KINGS,
as grantor**

and

**DEPARTMENT OF CORRECTIONS AND REHABILITATION
OF THE STATE OF CALIFORNIA,
as grantee**

**Dated as of July 21, 2016
and amended hereby as of
September __, 2018**

**KINGS JAIL ADDITION
(KINGS COUNTY)**

NO DOCUMENTARY TRANSFER TAX DUE.
This First Amendment to Easement Agreement for Grants of Access, Utilities and Repairs is recorded for the benefit of the State of California and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

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**FIRST AMENDMENT TO EASEMENT AGREEMENT FOR GRANTS OF ACCESS,
UTILITIES AND REPAIRS**

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT FOR GRANTS OF ACCESS, UTILITIES AND REPAIRS (this “First Amendment to Easement Agreement”), dated as of September __, 2018, by and between the COUNTY OF KINGS, a political subdivision of the State of California (the “Participating County”), and the DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA, an entity of the State of California (the “Department”), amends, in part, that certain Easement Agreement for Grants of Access, Utilities and Repairs Easement between the Participating County, as grantor, and the Department, as grantee, dated as of July 21, 2016, recorded in the official records of the County of Kings on August 23, 2016 as Document No. 1614423 (the “Original Easement Agreement” and, together with this First Amendment to Easement Agreement, the “Easement Agreement”).

WITNESSETH:

WHEREAS, the Participating County, the State Public Works Board of the State of California (the “Board”), the Department, and the Corrections Standards Authority of the State of California (now known as the Board of State and Community Corrections) (the “BSCC”) have previously entered into that certain Project Delivery and Construction Agreement dated as of November 20, 2015 (the “Project Agreement”) with respect to the construction of an adult local criminal justice facility (the “Project”) approved by the BSCC pursuant to the State Building Construction Act of 1955 (being Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15800) (the “Law”); and

WHEREAS, in order to facilitate the construction, financing and refinancing of the Project, the Participating County and the Department entered into that certain Ground Lease dated as of July 21, 2016, by and between the Participating County, as landlord, and the Department, as tenant, and recorded on August 23, 2016, in the Official Records of the County of Kings as Document No. 1614424 (the “Ground Lease”) pursuant to which the Participating County ground leased to the Department certain real property, as more particularly described in Exhibit A attached hereto and made a part hereof (the “Site”) on which the Project (together with the Site, the “Facility”) is being constructed; and

WHEREAS, in connection with the execution of the Ground Lease, the Department and the Participating County also entered into the Original Easement Agreement which granted to the Department certain easements with respect to the property described in Exhibit 2 to the Original Easement Agreement; and

WHEREAS, given that the Project is attached to an adjacent building which was financed by the Board under its AB 900 program, certain easements of the type contained in the Original Easement Agreement are required for the Project in the adjacent building and the site on which the adjacent building is located (together the “AB 900 Project”); and

WHEREAS, in order to provide the required easements the Participating County and the Department desire to enter into this First Amendment to Easement Agreement to amend the legal description set forth in Exhibit 2 thereto to include the AB 900 Project and to describe the nature of the easements being granted in the AB 900 Project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

SECTION 1. Definitions.

Except as otherwise defined herein or unless the context otherwise requires, the capitalized terms used herein shall have the meanings ascribed to such terms in the Original Easement Agreement.

SECTION 2. Amendment to Exhibit 2 of Original Easement Agreement.

Exhibit 2 attached to the Original Easement Agreement is hereby amended in its entirety and replaced with the new Exhibit 2 attached hereto which describes all of the Easement Property upon the Effective Date (defined below).

SECTION 3. Nature of Easements in AB 900 Project.

The easements in the AB 900 Project include all of the easements set forth in the Original Easement Agreement. Section 2.2 (b) of the Original Easement Agreement grants easements for the repair, operation and maintenance of the Project. The Project is dependent upon certain components within the AB 900 Project to operate and the Participating County grants and the parties agree that the easements in Section 2.2(b) include easements with respect to the building operations systems including, but not limited to, water, sewer, electrical, heating, ventilation and air conditioning.

SECTION 4. Effective Date; Warranty of Authority.

This First Amendment to Easement Agreement shall be effective as of its execution by the parties hereto (the "Effective Date").

The Participating County represents and warrants as of the Effective Date that (i) it is the legal owner of the Easement Property, (ii) it has full power and authority to place the encumbrance of the Easement Agreement on the Easement Property, (iii) it has not conveyed (or purported to convey) any right, title or interest in or to the Easement Property, except as has been disclosed in writing to the Department prior to the Effective Date, and (iv) if necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of the Easement Agreement.

SECTION 5. Recordation of First Amendment to Easement Agreement.

This First Amendment to Easement Agreement shall be recorded in the Official Records of the Participating County, and shall serve as notice to all parties succeeding to the interest of the parties hereto that their use of the Facility and the Easement Property shall be benefited or restricted, or both, in the described in the Easement Agreement.

SECTION 6. Execution.

This First Amendment to Easement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this First Amendment to Easement Agreement may be separately executed by the Participating County and by the Department, all with

the same force and effect as though the same counterpart had been executed by both the Participating County and the Department.

SECTION 7. Incorporation into Original Easement Agreement.

Except as expressly amended hereby, all provisions of the Original Easement Agreement remain in full force and effect, and this First Amendment to Easement Agreement is incorporated as a part of the Original Easement Agreement to comprise the Easement Agreement in effect as of the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Participating County and the Department have caused this First Amendment to Easement Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF KINGS

By: _____
Richard Valle
Chair of the Board of Supervisors

APPROVED AS TO FORM:

Colleen Carlson, County Counsel

By: _____
Carrie R. Woolley,
Deputy County Counsel

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By: _____
Kenneth Pogue
Undersecretary,
Administration and Offender Services

APPROVED (Pursuant to Government Code
section 11005.2):

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA

By: _____
Authorized Signatory

CONSENT AND ACKNOWLEDGEMENT OF
THE BOARD:

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Christopher Lief
Executive Director

STATE OF CALIFORNIA

COUNTY OF KINGS

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Sections 27281 of the California Government Code, the interest in real property conveyed by the Easement Agreement for Grants of Access, Utilities and Repairs dated as of July 21, 2016, for reference only, as amended by the First Amendment to Easement Agreement for Grants of Access, Utilities and Repairs dated as of September __, 2018, for reference only, from Kings County, a political subdivision of the State of California to the Department of Corrections and Rehabilitation of the State of California, an entity of the State of California, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board upon such officer in its duly adopted delegation resolution on _____, 2018.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed, if any.

ACCEPTED:

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By: _____
Christopher Lief
Executive Director

Date: _____

APPROVED:

DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA

By: _____
Kenneth Pogue
Undersecretary,
Administration and Offender Services

Date: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Michael P. Butler
Chief, Real Property Services Section

Date: _____

EXHIBIT 2

LEGAL DESCRIPTION OF THE EASEMENT PROPERTY, INCLUDING PLAT MAP

Being that portion of the Southwest Quarter of Section 26, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, more particularly described as the following two Easement Properties:

Easement Property, Area 1

BEGINNING at the Southwest corner of Parcel "C" as shown on map recorded in Book 10, Page 91 of Parcel Maps, Kings County Records;

thence N00°37'47"E 28.50 feet along the West line of said Parcel "C", being the Basis of Bearings for this description, to the TRUE POINT OF BEGINNING;

thence S62°36'40"E 81.83 feet;

thence S00°37'47"W 176.15 feet;

thence S76°17'19"E 68.79 feet;

thence S13°41'25"W 95.27 feet;

thence N89°24'18"W 54.01 feet;

thence S00°37'47"W 294.85 feet;

thence S62°29'13"W 178.31 feet to a point on the Northeasterly Right-of-Way line of Kings County Drive, also being a point of curvature;

thence Northwesterly 630.23 feet along said Right-of-Way line on a non-tangent 784.00 foot radius curve to the left, concave to the Southwest, a radial line to last said point bears S62°29'13"W, through a central angle of 46°03'28" to the intersection of said Right-of-Way line with the West line of Parcel "B" as shown on map recorded in Book 9, Page 19 of Parcel Maps, Kings County Records;

thence, leaving the Northeasterly Right-of-Way line of Kings County Drive, N00°36'46"E 729.10 feet along last said West line;

thence, leaving last said West line, S89°21'41"E 570.76 feet;

thence S00°37'14"W 413.25 feet to the TRUE POINT OF BEGINNING;

Excepting therefrom the following:

Commencing at the Southwest corner of Parcel "C" as shown on map recorded in Book 10, Page 91 of Parcel Maps, Kings County Records;

thence N74°33'28"W 44.81 feet to the TRUE POINT OF BEGINNING;

thence N89°21'28"W 106.59 feet;

thence N00°37'10"E 7.81 feet;

thence N89°22'51"W 18.43 feet;

thence N00°37'03"E 37.98 feet;

thence N89°22'57"W 20.51 feet;

thence N00°37'09"E 69.09 feet;

thence N89°22'51"W 124.01 feet;

thence N00°37'09"E 129.68 feet;

thence S89°22'57"E 62.30 feet;

thence N00°37'03"E 11.33 feet;
thence S89°22'57"E 39.33 feet;
thence S00°37'03"W 11.34 feet;
thence S89°22'57"E 36.36 feet;
thence N00°37'03"E 3.81 feet;
thence S89°22'57"E 26.63 feet;
thence S00°37'03"W 67.85 feet;
thence S89°22'57"E 15.80 feet;
thence N00°37'03"E 17.51 feet;
thence S89°22'57"E 54.67 feet;
thence S00°37'03"W 17.49 feet;
thence S89°22'57"E 31.20 feet;
thence S00°37'03"W 50.44 feet;
thence S89°22'57"E 14.59 feet;
thence S00°37'03"W 16.29 feet;
thence N89°22'57"W 14.59 feet;
thence S00°37'03"W 19.85 feet;
thence N89°22'57"W 29.64 feet;
thence S00°37'03"W 31.65 feet;
thence S89°59'54"W 7.04 feet;
thence S00°41'10"W 11.23 feet to the beginning of a tangent curve concave to the northeast and having a radius of 40.00 feet;
thence southeasterly 62.83 feet along said curve through a central angle of 90°00'00";
thence on a non-tangent line S00°41'10"W 11.00 feet to the TRUE POINT OF BEGINNING.

Also excepting therefrom the following:

Commencing at the Southwest corner of Parcel "C" as shown on map recorded in Book 10, Page 91 of Parcel Maps, Kings County Records;

thence S03°38'13"W 279.63 feet to the TRUE POINT OF BEGINNING;
thence S89°18'50"E 34.30 feet;
thence S00°41'10"W 233.50 feet;
thence N89°18'50"W 34.30 feet;
thence N00°41'10"E 119.55 feet;
thence N89°22'22"W 29.91 feet;
thence S40°37'03"W 14.76 feet;
thence S49°22'57"E 23.53 feet;
thence 640°37'03"W 25.02 feet;
thence S49°22'57"E 9.47 feet;
thence 340°37'03"W 29.94 feet;
thence N49°22'57"W 23.76 feet;

thence S40°37'03"W 13.30 feet;
thence N42°21'33"W 11.88 feet;
thence S40°44'09"W 21.83 feet;
thence S38°31'20"E 31.00 feet;
thence S36°41'56"E 31.00 feet;
thence S34°50'14"E 32.32 feet;
thence S55°30'45"W 60.30 feet;
thence N75°00'00"W 23.92 feet;
thence N37°11'53"W 68.10 feet;
thence N50°23'01"E 25.03 feet;
thence S36°49'24"E 77.55 feet;
thence N55°30'45"E 22.50 feet;
thence N37°51'52"W 105.19 feet;
thence N49°06'06"E 22.60 feet;
thence N40°44'04"W 3.55 feet;
thence N40°44'09"E 31.25 feet;
thence N49°22'57"W 32.24 feet;
thence N40°37'03"E 48.62 feet;
thence S49°22'57"E 5.49 feet;
thence N40°37'03"E 23.34 feet;
thence S49°22'57"E 38.97 feet;
thence N40°37'03"E 5.50 feet;
thence S49°22'57"E 8.73 feet;
thence N40°37'03"E 2.89 feet;
thence S89°22'22"E 33.91 feet;
thence N00°41'10"E 101.95 to the TRUE POINT OF BEGINNING.

Containing 289,729 square feet (6.651 acres) more or less.

END OF DESCRIPTION

Easement Property, Area 2

Beginning at the intersection of the centerlines of East Drive and Forum Drive as said intersection existed in March, 2014;

thence Westerly 207.00 feet along the centerline of Forum Drive;
thence Northerly 8.00 feet perpendicular to said centerline to the TRUE POINT OF BEGINNING;
thence, continuing Northerly 74.00 feet perpendicular to said centerline;
thence Westerly 37.00 feet perpendicular to last described line;
thence Southerly 74.00 feet perpendicular to last described line;
thence Easterly 37.00 feet along last said centerline to the TRUE POINT OF BEGINNING.

Together with:

A strip of land 5.00 feet in width, lying 2.50 feet on each side of the following described centerline;
Beginning at the intersection of the centerlines of East Drive and Forum Drive as said intersection existed in March, 2014;

thence Westerly 244.00 feet along the centerline of Forum Drive;

thence Northerly 10.50 feet perpendicular to said centerline to the TRUE POINT OF BEGINNING;

thence Westerly 815.00 feet following the path of the buried 12,000 volt electric line, along a line that is parallel with and 10.50 feet North of, measured perpendicular, said centerline to a point that is 23.50 feet South of a high voltage precast concrete utility vault;

thence Northerly 23.50 feet perpendicular to said centerline to said utility vault.

Together with:

A strip of land 10.00 feet in width, lying 5.00 feet on each side of the following described centerline;
Beginning at the intersection of the centerlines of East Drive and Forum Drive as said intersection existed in March, 2014;

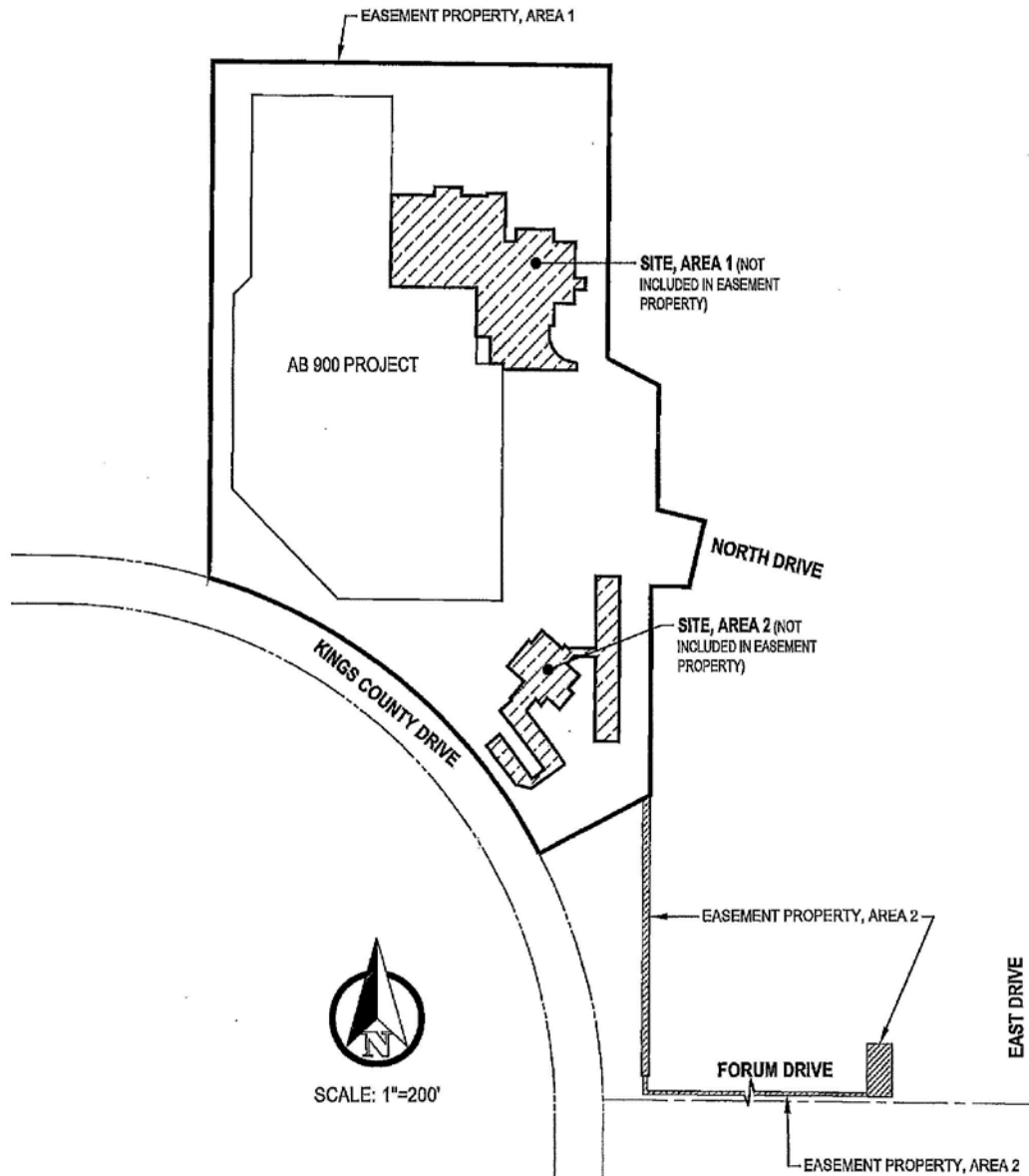
thence Westerly 1059.00 feet along the centerline of Forum Drive to a point that is 34.00 feet South of a high voltage precast concrete utility vault;

thence Northerly 34.00 feet perpendicular to said centerline to said utility vault, also being the TRUE POINT OF BEGINNING;

thence Northerly 393.3 feet along the path of the buried 12,000 volt electric line to the intersection of the Southerly line of said Easement Property I, the sidelines are lengthened or shortened as needed to terminate at said Southerly line.

Containing 10,864 square feet more or less.

END OF DESCRIPTION





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 28, 2018

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: MODIFICATION TO AGREEMENT FOR PROVIDING LEGAL DEFENSE SERVICES TO INDIGENT ACCUSED FOR MISDEMEANOR AND JUVENILE DELINQUENCY, DEPENDENCY AND LPS CONSERVATOR ATTORNEYS

SUMMARY:

Overview:

New Defense of the Accused contracts were adopted by your Board effective July 1, 2018. Both Misdemeanor and Juvenile Delinquency, Dependency and LPS Conservator contracts were found to have minor language omission or changes after further review.

Recommendation:

Authorize Rebecca Campbell, County Administrative Officer, to sign the 1st amendments for Misdemeanor and Juvenile Delinquency, Dependency and LPS Conservator Agreements for Fiscal Year 2018/19 that will clarify contract language for defense of the accused services.

Fiscal Impact:

There is no impact with the clarifying changes to the agreements.

BACKGROUND:

Misdemeanor contracts included incorrect language on Exhibit "A" under item number 3. The original contract for this fiscal year states Arraignment and/or bail reviews on felony complaints. Misdemeanor attorneys are not contractually obligated for Felony cases so this is corrected to reflect that. Juvenile contracts, in fiscal year 2017/18, included amounts for ten (10) days vacation that was inadvertently omitted. The dollar amount is \$245.30 per actual day worked by substitute counsel, not to exceed \$2,453 for ten (10) days. The amount is already budgeted and will not have additional impact for this fiscal year. County Counsel has drafted the amendments for your Board's approval.

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.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND *ATTORNEY NAME***

This first amendment to that Agreement commencing on July 1, 2018, (“Amendment I”) is made on the _____ day of August, 2018, by and between the County of Kings (“County”) and *ATTORNEY NAME* (“Attorney”) upon the following terms and conditions:

RECITALS

WHEREAS, the County and Attorney entered into that Agreement commencing July 1, 2018, for Misdemeanor Indigent Defense Services; and

WHEREAS, as set forth in that Agreement in section 22, the Parties may modify the Agreement by a written, executed document; and

WHEREAS, the Parties intend to modify this Agreement to reflect changes in Exhibit A: Duties Relating to Representation of Indigents Accused of Commission of Misdemeanors.

NOW, THEREFORE, the Parties agree as follows:

1. Section 22 shall be amended to include the following:

Removal of item 3 of Exhibit A that reads: Arraignments and/or bail reviews on felony complaints.
2. The recitals are an integral part of this Amendment and are incorporated herein.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Dated: _____ By: _____
ATTORNEY NAME
Attorney at Law

County:

Dated: _____ By: _____
REBECCA CAMPBELL, CAO
County of Kings

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND *ATTORNEY NAME***

This first amendment to that Agreement commencing on July 1, 2018, (“Amendment I”) is made on the 1st day of July, 2018, by and between the County of Kings (“County”) and *ATTORNEY NAME* (“Attorney”) upon the following terms and conditions:

RECITALS

WHEREAS, the County and Attorney entered into that Agreement commencing July 1, 2018, for Juvenile Delinquency, Dependency, and LPS Conservatorship Indigent Defense Services; and

WHEREAS, as set forth in that Agreement commencing July 1, 2018, in section 22, the Parties may modify the Agreement by a written, executed document; and

WHEREAS, the Parties intend to modify that Agreement to reflect changes in Section 10: Time Off and Substitute Attorneys.

NOW, THEREFORE, the Parties agree as follows:

1. Section 10 shall be amended to include the following:

For the period from July 1, 2018, through June 30, 2019, County will pay substitute counsel \$245.30 for each actual day worked by substitute counsel, not to exceed a total \$2,453.00 for the ten (10) days. Both Attorney and the substitute counsel shall sign a statement verifying the substitution. The substitute counsel shall set forth the claimed days worked, signed under penalty of perjury, and turn in the claim to the Contract Administrator at the end of the month worked or at the end of the following month. The days off shall be whole days but need not be consecutive.

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

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

By: _____
ATTORNEY NAME
Attorney at Law

County:

By: _____
REBECCA CAMPBELL, CAO
County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 28, 2018

SUBMITTED BY: Health Department – Ed Hill/Scott Waite
SUBJECT: FIRST 5 CHILDREN & FAMILIES COMMISSION REPORT FOR AUGUST 2018
SUMMARY:

Overview:

This report is to inform the Board of Supervisors regarding actions taken by the First 5 Kings County Children and Families Commission at its August 14, 2018 meeting. These decisions affect the First 5 Kings County Program supervised by the Kings County Department of Public Health.

Recommendation:

Inform your Board regarding actions taken by the First 5 Kings County Children and Families Commission at its August 14, 2018 meeting.

Fiscal Impact:

Study session.

BACKGROUND:

In accordance with Proposition 10, codified as California Health and Safety Code section 130140, the Kings County Board of Supervisors adopted an ordinance establishing a county children and families first commission. This commission, which is known as the “First 5 Kings County Children and Families Commission,” serves to administer programs authorized by the “California Children and Families First Act of 1998.”

First 5 California, established through a voter approved initiative in 1998, was created to oversee the expenditure of tobacco tax revenues to support, promote, and optimize early childhood development through coordinated programs that emphasize child health, parent education, child care, and other services and programs for children prenatal through age five.

(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

FIRST 5 CHILDREN & FAMILIES COMMISSION REPORT FOR AUGUST 2018

August 28, 2018

Page 2 of 2

In 2014, the First 5 Kings County Program started operating as a division under the Kings County Department of Public Health. First 5 Kings County is the local agency established to administer Proposition 10 tobacco tax funds under California Health and Safety Code, section 130105, subdivision d(2)(A).

Section 130140, subdivision a(1)(B) establishes that the county ordinance contain a provision regarding “any other matter that the board of supervisors deems necessary or convenient for the conduct of the county commission’s activities.” Thus, it is appropriate for the Board of Supervisors to receive reports on the Commission’s actions.



First 5 Kings County Children and Families Commission held its meeting on August 14, 2018. At this meeting the following actions took place and reports were made.

- (1) The Commission approved a contract for local oral health planning services in regards to the Proposition 56 Local Oral Health Project with Diringer & Associates. The contract term is 7/1/2018 through 6/30/2019 with a not to exceed amount of \$104,000.
- (2) The Commission approved a contract for evaluation services in regards to the Proposition 56 Local Oral Health Project with Evaluation, Management and Training (EMT). The contract term is 7/1/2018 through 6/30/2022 with a not to exceed amount of \$37,799.
- (3) The Commission conducted a study session regarding the vacancy of the Executive Director Position and options to fulfill the roles and responsibilities outlined in the First 5 Kings County Policy Manual. The Commission requested two action items be placed on the next Commission meeting agenda; the Director of Public Health be designated the Executive Director and the First 5 Kings County Policy Manual be updated to reflect the current roles and responsibilities of the Executive Director and staff.
- (4) The Commission conducted a study session regarding the process that will be used to develop the 2020-2025 Strategic Plan. The Commission discussed data sources, research, trends, legislative requirements, potential partnerships and what other counties have done. Staff will conduct research, gather information, and bring this agenda item back at a future Commission meeting.
- (5) The Commission reviewed the final quarterly update regarding the projects funded by First 5 Kings County. All funded projects have made satisfactory progress through this point in the grant term.
- (6) A presentation was made by staff from United Cerebral Palsy of Central California (UCP) about the Parent & Me Project and Special Needs Project. UCP staff shared information regarding events, programmatic changes, and services that take place throughout Kings County.
- (7) A presentation was made by staff from West Hills Community College District (WHCCD) about the Avenal Family Connection. WHCCD staff shared information regarding events, programmatic changes, and services that take place throughout Kings County.
- (8) June 2018 Fiscal Report – currently the First 5 Kings County Children and Families Commission has expended 99% of the total budget and 6.13% of total

expenditures have been for administration of funds well below the 10% limit adopted by the Commission.

- (9) The next meeting will be held in October 9, 2016 at 3:00 PM in the Kings County Board of Supervisors Chambers located at 1400 W. Lacey Blvd. Hanford, CA 93230.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 28, 2018

SUBMITTED BY: Health Department-Ed Hill

SUBJECT: AUTHORIZE CLOSURE OF HEALTH DEPARTMENT FOR FLU CLINIC AND
WAIVE FLU VACCINE ADMINISTRATIVE FEE

SUMMARY:

Overview:

The Public Health Department is requesting permission to close all services on Thursday, October 25, 2018 for staff participation in a drive-through flu point-of-distribution (POD) clinic and to waive the \$8.00 administrative fee at the drive-through flu clinic, as well as POD clinics in Stratford and Kettleman City.

Recommendation:

1. Authorize the closure of all Public Health Department offices on Thursday, October 25, 2018, and;
2. Authorize the waiving of the \$8.00 administrative fee for flu shots at three point of distribution clinics in Hanford, Stratford, and Kettleman City.

Fiscal Impact:

The closure of the clinic for a day has the potential for a slight loss of revenue due to no services being performed that day; however, the Health Department anticipates that patients would return the following day or later. The waiving of the \$8.00 administrative fee per flu shot would result in lost revenue of approximately \$7,760; however, due to the outlying nature of the Hanford, Stratford, and Kettleman City flu clinics, and the objectives of the POD clinics, it is extremely difficult to manage payments.

BACKGROUND:

The Health Department hosts flu clinics annually to provide flu shots to the residents of Kings County. This
(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

AUTHORIZE CLOSURE OF HEALTH DEPARTMENT FOR FLU CLINIC AND WAIVE ADMINISTRATIVE FEE

August 28, 2018

Page 2 of 2

year, the Health Department would like to host a drive-through flu POD clinic to not only provide a convenient way for residents of Kings County to get flu shots, but to also practice a large-scale POD event. As part of the Centers for Disease Control grant requirements, the Health Department needs to establish methods for vaccinating or dispensing medications to all residents of the County within forty-eight (48) hours. Up to this point, the drive-through POD method has been determined to be the most effective model.

The Kings County Health Department has not held a drive-through POD since 2008. Since that time, there have been many staffing changes and holding a drive-through flu POD will allow the Health Department to practice this type of event in a realistic setting. Because of the scale of this event and to mimic the response needed in an actual emergency, all Health Department staff members are needed for this event. Adequate notification will be posted at the Health Department and online upon approval of the closure.

One of the main objectives of any POD is the rapid vaccination or distribution of medication in an emergency event. Given this, the complexities and challenges associated with completing the medical billing process for each interaction is impractical and unrealistic. Finally, the collection of billing and payment information would negatively skew results from the exercise: the time it takes to move vehicles through the POD.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 28, 2018

SUBMITTED BY: Human Resources - Leslie McCormick Wilson/Kelley Mattos

SUBJECT: REVISED AND RETITLED DEPUTY HEALTH DIRECTOR,
ENVIRONMENTAL HEALTH SERVICES

SUMMARY:

Overview:

The Human Resources Department is proposing to update and retitle the Deputy Director, Environmental Health Services job specification, as approved by your Board at final budget hearings on August 20, 2018.

Recommendation:

Approve the revised job specification and retitle the classification from Deputy Health Director, Environmental Health Services to Environmental Health Division Manager.

Fiscal Impact:

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

BACKGROUND:

The Deputy Director, Environmental Health Services job specification was reviewed for update. The job specification was last updated in 2002. Minor changes were made to the distinguishing characteristics and examples of duties to accurately reflect that this position does not act for the Director in his or her absence, and a work environment section was added. Changing the title of the position from Deputy Health Director, Environmental Health Services to Environmental Health Division Manager reflects the position's greater focus on administrative and operational responsibilities. The revised and retitled job specification for the Environmental Health Division Manager 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.

ENVIRONMENTAL HEALTH DIVISION MANAGER

DEFINITION

Under administrative direction, to be accountable for the planning, coordination and management of the Environmental Health Services Division of the Public Health Department, and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The Environmental Health Division Manager is a single-position classification which functions as a member of the executive staff of the Public Health Department. The incumbent reports to the Public Health Services Director, and is responsible for the operation of the Environmental Health Services Division.

EMPLOYMENT AT WILL

The Environmental Health Division Manager classification is an executive management-level position and, as such, the incumbent serves at the pleasure of the Director of Public Health Services.

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, implements and coordinates the County's environmental health activities; in consultation with the Department Director, directs the preparation and administration of the division budget; maintains fiscal and budgetary controls within the division; advises the Department Director and the Health Officer on environmental health concerns and makes recommendations on development of environmental health policies and procedures; evaluates changes in programs and workload and implements necessary changes; consults with and guides staff on the most difficult environmental health issues in order to ensure necessary technical expertise and regulatory requirements are adhered to; promotes the development of new innovative approaches to managing existing and emerging environmental health programs; develops and maintains effective working relationships with representatives of local, state, regional and federal regulatory agencies; represents the Department Director at conferences and in negotiations with officials of other public or private agencies concerning special environmental health issues, development and enforcement of environmental health laws, ordinances, and regulations; reviews and participates in the selection, assignment, training, evaluation and discipline of staff; may make presentations to individuals, groups and/or before the Board of Supervisors;—may investigate difficult, complex or unusual environmental health issues or enforcement problems; resolves complaints or conflicts that arise from State and local laws and regulations, program policies, staff enforcement activities and public concern. (Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.)

MINIMUM QUALIFICATIONS

Education: Equivalent to graduation from an accredited four-year college or university with a Bachelor's degree in environmental health or a related field. A Master's Degree in Environmental Health or related field is desirable.

MINIMUM QUALIFICATIONS (continued)

Experience: Five years of increasingly responsible experience in the environmental health field, three years of which must have been in a management or supervisory capacity.

Certificate: Possession and maintenance of a valid California certificate of registration as an Environmental Health Specialist.

License: Possession of a valid California driver's license issued by the Department of Motor Vehicles.

Knowledge of: Management principles and practices necessary to plan, analyze, develop, evaluate and direct the activities of environmental health programs; principles of physical, biological and social sciences used in environmental quality control; local, state and federal laws and regulations governing public health nuisances; methods and techniques of investigation, inspection and resolution of unsanitary conditions; environmental research and statistical methods; principles and practices of environmental health, public health, and sanitation; principles of budgeting and fiscal controls; effective methods of employee training and supervision.

Ability to: Plan and direct the activities of professional and non-professional staff engaged in various environmental health programs; establish and/or implement new or revised policies and procedures as required; effectively represent the Department and the County in the community; establish and maintain cooperative working relationships with other representatives of County and Department management, governing bodies, community groups, subordinate staff and others contacted in the course of work; exercise initiative, ingenuity and sound judgment in solving difficult administrative, technical and personnel problems; evaluate departmental policy and program practices, define problem areas, develop and direct the implementation of policy decisions and practices to improve departmental operations; analyze and evaluate data and make recommendations based on findings; apply knowledge of a specialized and complex nature; prepare clear and concise reports; make presentations and speak effectively in public; communicate effectively both orally and in writing; operate standard business office equipment; utilize various computer hardware and software programs relevant to the program; follow safe work practices as directed and trained.

Work Environment: Works primarily in an office, incumbent must be able to sit for prolonged periods of time at a desk, operating computer equipment, on the phone, in meetings; regularly work with files and general office equipment; hear and communicate orally, in person and on the phone; travel in the field to investigations, trainings and to attend meetings and drive both off road and on surface streets; may be exposed to traffic hazards, adverse weather conditions, temperature and noise extremes, communicable disease, pathogen substances, odors, skin irritants, air contaminants, fumes, dust, solvents, grease or oil; physical agility and strength sufficient to keyboard/operate a computer, and to safely operate a motor vehicle; vision and hand/eye coordination for use of computer and office equipment, read and handle materials and files.

Employment Status: Exempt, At-Will

Medical Group: C

Kings County
D102

Est. March, 2002
Rev. August 2018

~~DEPUTY HEALTH DIRECTOR~~
ENVIRONMENTAL HEALTH **DIVISION MANAGER** Services

DEFINITION

Under administrative direction, to be accountable for the ~~administration~~ **planning**, coordination and management of the Environmental Health Services Division of the Public Health Department, and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The ~~Deputy Health Director for~~ Environmental Health **Division Manager** Services is a single-position classification which functions as a member of the executive staff of the Public Health Department. The incumbent reports to the Public Health Services Director, and is responsible for the operation of the Environmental Health Services Division.

EMPLOYMENT AT WILL

The ~~Deputy Health Director for~~ Environmental Health **Division Manager** Services classification is an executive management-level position and, as such, the incumbent serves at the pleasure of the Director of Public Health Services.

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, implements and coordinates the County's environmental health activities; in consultation with the Department Director, directs the preparation and administration of the division budget; maintains fiscal and budgetary controls within the division; advises the Department Director **and the Health Officer** on environmental health concerns and makes recommendations on development of environmental health policies and procedures; evaluates changes in programs and workload and implements necessary changes; consults with and guides staff on the most difficult environmental health issues in order to ensure necessary technical expertise and regulatory requirements are adhered to; promotes the development of new innovative approaches to managing existing and emerging environmental health programs; develops and maintains effective working relationships with representatives of local, state, regional and federal regulatory agencies; represents the Department Director at conferences and in negotiations with officials of other public or private agencies concerning special environmental health issues, development and enforcement of environmental health laws, ordinances, and regulations; reviews and participates in the selection, assignment, training, evaluation and discipline of staff; may make presentations to individuals, groups and/or before the Board of Supervisors; **may investigate difficult, complex or unusual environmental health issues or enforcement problems; resolves complaints or conflicts that arise from State and local laws and regulations, program policies, staff enforcement activities and public concern.** ~~may act for the Director in his/her absence.~~ (Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.)

MINIMUM QUALIFICATIONS

Education: Equivalent to graduation from an accredited four-year college or university with a Bachelor's degree in environmental health or a related field. A Master's Degree in Environmental Health or related field is desirable.

MINIMUM QUALIFICATIONS (continued)

Experience: Five years of increasingly responsible experience in the environmental health field, three years of which must have been in a management or supervisory capacity.

Certificate: Possession and maintenance of a valid California certificate of registration as an Environmental Health Specialist.

License: Possession of a valid California driver's license issued by the Department of Motor Vehicles.

Knowledge of: Management principles and practices necessary to plan, analyze, develop, evaluate and direct the activities of environmental health programs; principles of physical, biological and social sciences used in environmental quality control; local, state and federal laws and regulations governing public health nuisances; methods and techniques of investigation, inspection and resolution of unsanitary conditions; environmental research and statistical methods; principles and practices of environmental health, public health, and sanitation; principles of budgeting and fiscal controls; effective methods of employee training and supervision.

Ability to: Plan and direct the activities of professional and non-professional staff engaged in various environmental health programs; establish and/or implement new or revised policies and procedures as required; effectively represent the Department and the County in the community; establish and maintain cooperative working relationships with other representatives of County and Department management, governing bodies, community groups, subordinate staff and others contacted in the course of work; exercise initiative, ingenuity and sound judgment in solving difficult administrative, technical and personnel problems; evaluate departmental policy and program practices, define problem areas, develop and direct the implementation of policy decisions and practices to improve departmental operations; analyze and evaluate data and make recommendations based on findings; apply knowledge of a specialized and complex nature; prepare clear and concise reports; make presentations and speak effectively in public; communicate effectively both orally and in writing; operate standard business office equipment; utilize various computer hardware and software programs relevant to the program; follow safe work practices as directed and trained.

Work Environment: Works primarily in an office, incumbent must be able to sit for prolonged periods of time at a desk, operating computer equipment, on the phone, in meetings; regularly work with files and general office equipment; hear and communicate orally, in person and on the phone; travel in the field to investigations, trainings and to attend meetings and drive both off road and on surface streets; may be exposed to traffic hazards, adverse weather conditions, temperature and noise extremes, communicable disease, pathogen substances, odors, skin irritants, air contaminants, fumes, dust, solvents, grease or oil; physical agility and strength sufficient to keyboard/operate a computer, and to safely

operate a motor vehicle; vision and hand/eye coordination for use of computer and office equipment, read and handle materials and files.

Employment Status: Exempt, At-Will

Medical Group: C



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 28, 2018

SUBMITTED BY: Job Training Office-Lance Lippincott
SUBJECT: OFFICE CLOSURE FOR ACTIVE SHOOTER TRAINING

SUMMARY:

Overview:

The Sheriff's Office has graciously offered to conduct a demonstration of scenarios that may occur in the event that an active shooter enters the office. Therefore, it is being requested to have the offices closed during the demonstration.

Recommendation:

Authorize the closure of the Job Training Office on September 27, 2018, from 3:00 pm to 5:00 pm for an active shooter training.

Fiscal Impact:

None.

BACKGROUND:

The Sheriff's Office will be presenting realistic scenarios that may occur should an aggressive person with a firearm enter into the office. Although we plan to put informational flyers up the week before the training, in order to not alarm the public and for the staff to receive uninterrupted training, it is best to close the offices for the two hour period in which the training is being conducted.

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 August 28, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 9 GRANT APPLICATIONS

SUMMARY:

Overview:

The Public Works Department in partnership with Mark Thomas & Company has prepared three Highway Safety Improvement Program (HSIP) Cycle 9 grant applications to secure funding for two roundabouts, and systemic safety improvements at various interections. Prior to submitting the applications, staff is requesting the Board’s support and approval to proceed.

Recommendation:

Authorize the Public Works Director to apply for the three Highway Safety Improvement Plan Cycle 9 grants and sign all related documents for roundabouts and safety improvements in the County.

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 non-participating costs. Cost estimate are provided below.

BACKGROUND:

Three applications have been prepared for submission. The first proposes to construct a roundabout at the intersection of 14th Avenue and Lacey Boulevard to improve safety and reduce collisions. The second application is requesting a systemic safety improvement by adding flashing beacons at the stop ahead and stop signs at the following intersections; 13th Avenue and Front Street, 16th Avenue and Flint Avenue, 6th Avenue and Excelsior Avenue, 16th Avenue and Grangeville Boulevard, 14th Avenue and Idaho Avenue, and 14th Avenue at Hanford Armona Road. The third is to construct a roundabout at the intersection of 22nd Avenue and Grangeville Boulevard to improve safety and reduce collisons. All consultant fees and staff hours for the grant

(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

HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 9 GRANT APPLICATIONS

August 28, 2018

Page 2 of 2

applications have been funded by the County Road Fund. Design and construction costs will be reimbursed with HSIP Grant funds. The deadline for submission of the applications is close of business on August 31, 2018.

The County is nearing completion of a Systemic Safety Analysis Report (SSAR) for the entire road network. Preliminary recommendations from this report were used to select candidate projects for this HSIP application. This systemic report takes into consideration traffic patterns, collision history and trends in developing projects for consideration. Use of these recommendations for HSIP funding and other grant opportunities was the reason behind developing this report.

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

Estimated costs are as follows:

Roundabout at 14th Avenue and Lacey Boulevard

HSIP Eligible Costs	\$1,203,700
Local Match	\$212,600
Total Project Costs	\$ 1,416,300

Systemic Safety Improvements Various Intersections

HSIP Eligible Costs	\$567,900
Local Match	\$0
Total Project Costs	\$ 567,900

Roundabout at 22nd Avenue and Grangeville Boulevard

HSIP Eligible Costs	\$1,466,800
Local Match	\$0
Total Project Costs	\$ 1,466,800

HSIP ANALYZER

Cost Estimate, Crash Data and Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in "[Manual for HSIP Analyzer](#)". Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

All yellow highlighted fields must be filled in. The gray fields are calculated and read-only. This is a dynamic form (later steps vary depending on the data entered in earlier steps). If any error messages in red appear, fix the errors prior to proceeding to the next steps.

1. Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

06-Kings County-1

Save this file using the Application ID plus "Calc" as the file name (e.g. "07-Los Angeles-01Calc.pdf").

Project Location: Intersection of 14th Avenue and Lacey Boulevard
(limited to 250 characters)

Project Description: Install a roundabout
(limited to 250 characters)

2. Application Category (Check one):

Application Categories that require a Benefit Cost Ratio (BCR):

- Common BCR Application Set-aside for High Friction Surface Treatment

Application Categories that do NOT require a Benefit Cost Ratio (BCR):

- Set-aside for Guardrail Upgrades Set-aside for Horizontal Curve Signing
 Set-aside for Pedestrian Crossing Enhancements Set-aside for Tribes

Dual consideration?

- If an Application Category that does not require a BCR is selected above, check this box to indicate your desire that this application will be considered as a Common BCR Application as well in case it does not get selected for funding under the set-aside category. If this box is checked, a benefit cost analysis is required so the project will have a BCR.

A safety benefit cost analysis is required for this application. This tool will guide through cost estimate, safety benefit evaluation and Benefit Cost Ratio (BCR) calculation.

Section I. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- o Provide detailed engineer's estimate (for construction items only). The costs for other phases (PE, ROW, and CE) will be included in Section II.
- o Test if countermeasures (CMs) (up to 3) are eligible for being used in the project benefit calculation. For a CM to be used in the project benefit calculation, the construction cost of the CM must be at least 15% of the project's total construction cost, unless an exception is requested. And
- o Determine the project's maximum Federal Reimbursement Ratio (FRR).

I.1 Select up to 3 countermeasures (CMs) to be tested in the Engineer's Estimate:

Number of CMs to be used in this project:

CM No. 1: NS4A: Convert intersection to roundabout (from all way stop)

I.2 Detailed Engineer's Estimate for Construction Items:

Cost breakdown by CMs. For each item, enter a cost percentage for each of the CMs and "Other Safety-Related" (OS) components. (e.g. enter 10 for 10%). The cost % for "Non-Safety-Related" (NS) components is calculated.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	% for CM#1 (NS4A)	% for OS*	% for NS**
+ -	1	Traffic Control Systems	LS	1	\$40000.00	40,000	100%	0%	0
+ -	2	Construction Area Signs	LS	1	\$2000.00	2,000	100%	0%	0
+ -	3	SWPPP	LS	1	\$5000.00	5,000	100%	0%	0
+ -	4	Construction Site Management	LS	1	\$25000.00	25,000	100%	0%	0
+ -	5	Water Pollution Control	LS	1	\$30000.00	30,000	100%	0%	0
+ -	6	Clearing and Grubbing	LS	1	\$15000.00	15,000	100%	0%	0
+ -	7	Roadway Excavation	CY	970	\$45.00	43,650	100%	0%	0
+ -	8	Hot Mix Asphalt (Type A)	TON	640	\$140.00	89,600	100%	0%	0
+ -	9	Aggregate Base (Class II)	CY	580	\$85.00	49,300	100%	0%	0
+ -	10	Minor Concrete (Curb & Gutter)	LF	1,940	\$20.00	38,800	100%	0%	0
+ -	11	Minor Concrete (Curb)	LF	1,145	\$15.00	17,175	100%	0%	0
+ -	12	Minor Concrete (Textured Paving)	SF	14,025	\$10.00	140,250	100%	0%	0
+ -	13	Minor Concrete (Truck Apron)	CY	72	\$200.00	14,400	100%	0%	0
+ -	14	Traffic Stripes & Pavement Markings	LS	1	\$2500.00	2,500	100%	0%	0
+ -	15	Signage	LS	1	\$8500.00	8,500	100%	0%	0
+ -	16	Electrical & Lighting	LS	1	\$40000.00	40,000	100%	0%	0
+ -	17	Drainage	LS	1	\$40000.00	40,000	100%	0%	0
+ -	18	Mobilization	LS	1	\$60100.00	60,100	0%	50%	50

No.	Item Description	Unit	Quantity	Unit Cost	Total	% for CM#1 (NS4A)	% for CM#2 (NA)	% for CM#3 (NA)	% for OS*	% for NS**
	Weighted Average (%)					91%	5%	5%		
	Total (\$)				\$661,275					

* % for OS: Cost % for Other Safety-Related components;

** % for NS: Cost % for Non Safety-Related components.

Contingencies, as % of the above "Total" of the construction items:

(e.g. enter 10 for 10%)

30 %

\$198,383

Total Construction Cost (Con Items & Contingencies):

(Rounded up to the nearest hundreds)

\$859,700

I.3 Summary

1 CM(s) are eligible to be used in the project benefit calculation.

Countermeasure ID	Federal Funding Eligibility (FFE)	Cost %	Eligible to be used in benefit calculation?	Request exception to the 15% rule*
NS4A	100%	90.91%	Yes (>=15% cost)	<input type="checkbox"/>

*By requesting an exception to the 15% rule, the CM with less than 15% of the construction cost will then be eligible to be used in the benefit calculation. if an exception is requested for any CM(s) above, please provide the reason (low cost treatment with significant safety benefits, etc.):

Project's Maximum Federal Reimbursement Ratio = 100.0%

The project's Maximum Federal Reimbursement Ratio is calculated as the least of the FFEs of the above countermeasures, minus the percentage of the non-safety related costs in excess of 10%. This is the maximum value allowed to be entered in "HSIP/Total (%)" column in Section II (Project Cost Estimate).

Section II. Project Cost Estimate

All project costs, for all phases and by all funding sources, must be accounted for on this form.

- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
- ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Federal Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
- iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in Question No. 5 in Section II of the HSIP Application Form.

Project's maximum Federal Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

100 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$86,000	100 %	\$86,000	\$0
PS&E	\$129,000	100 %	\$129,000	\$0
Subtotal - PE	\$215,000	100 %	\$215,000	\$0
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	100 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	100 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	100 %	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$129,000	100 %	\$129,000	\$0
Construction Items	\$859,700 <small>(Read only - from Section I)</small>	100 %	\$859,700	\$0
Subtotal - Construction	\$988,700	100 %	\$988,700	\$0
PROJECT TOTAL	\$1,203,700	100 %	\$1,203,700	\$0

Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:

If there are any messages in the below box, please fix OR explain justification for exceptions in Question No 5, Section II in the HSIP Application.

Section III. Project Location Groups, Countermeasures and Crash Data

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the project's safety CMs and historical crash data at the project sites. The data will be used to estimate the project benefit in Section IV.

1. Divide the project locations into groups.

It is quite often that an HSIP project has multiple locations. Theoretically the benefit for every single location may be calculated separately and then sum them up. However, that may be time consuming or almost impossible when there are a lot of locations. It is more efficient that the project locations with exactly the same safety countermeasures are combined into a group. The benefits of the locations in the same group can then be calculated at once.

When only one group is needed:

If your project consists of only one location or multiple locations that have similar features, address similar safety issues and utilize the same countermeasure(s). The crash data of all the locations can be combined and only one group is needed.

When multiple groups are needed:

If your project include multiple locations that have various safety issues and the proposed safety improvements (countermeasures) are not exactly the same for all the locations. The locations must be divided into different groups. The project benefits are then calculated multiple times, once for each location group. The project total benefit is the sum of the benefits from the different groups.

It should be noted that within a group, all locations should be of the same type: Signalized Intersection (S), Non-Signalized Intersection (NS), or Roadway (R).

If necessary, you may explain the location grouping for your project in details in Question No. 3 (Crash Data Evaluation), Section II in the HSIP Application Form.

2. After the number of location groups is entered, one subform will be populated for each location group. For each location group:

1) First, select the applicable CMs. *Note: If a Roundabout CM (S18 or NS4A or NS4B) is selected, additional information is required.*

For each group, only the CMs of the same type as the group location type can be used. For example, if a group consists of 5 signalized intersections, only "Signalized Intersection" CMs may be used for this group.

2) Based on the selected CMs, crash data tables of the required types are displayed for data entry.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the group, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike" , "Emergency Vehicle" , and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

For more information regarding grouping project locations and examples, please refer to the Manual for HSIP Analyzer.

III.1 List of Project Locations and Location Groups

List all locations/sites included in this project by groups. The locations entered in Table III.1 below will be automatically populated in the crash data tables in III.2.

Based on the criteria described on the last page, the locations/sites need to be divided into groups.

Table III.1 List of Project Locations by Groups

Highlighted fields must be filled in. For each group:

- 1) Must select a Location Type;
- 2) Initially each group has one location line. Click "+" / "-" to add a new line/delete an existing line;
- 3) Enter location description for each line. The same descriptions will be auto-populated in III.2.

*Note: If your project has a large number of locations, please aggregate some locations into one description, e.g. 10 stop controlled intersections, 5 horizontal curves, etc., as long as they have similar features and the safety improvements to be implemented are the same.

	No.	No. in Group	Location Description (Intersection Name or Road Limit or General Description)	
GROUP 1			Select Location Type:	NS (Non-signalized Intersections)
+	1	G1-1	14th Avenue & Lacey Boulevard	
-				

III.2: Countermeasures and Crash Data

(Repeats for each location group)

Countermeasures and Crash Data -Location Group No. 1 of 1

[Hide Group Details](#)

Step 1: Select countermeasure(s) to be applied to this location group

This group's location type: NS (Non-signalized Intersections)

Please check the CMs for this location group. All the CMs that have passed the test in Section I AND match the location type of this group are listed below.

	No.	Countermeasure (CM) Name	CM Type*	Crash Reduction Factor (CRF)	Expected Life (Years)	Crash Type	Federal Funding Eligibility
<input checked="" type="checkbox"/>	1	NS4A: Convert intersection to roundabout (from all way stop)	NS	0.5	20	All	100%
*CM Type: S-Signalized Intersection; NS-Non-Signalized Intersection; R-Roadway.							

Additional information is required:

Since Roundabout is selected, the below additional information is required for calculating Roundabout benefit.

Roundabout Location	Please select:	Rural					
Intersection Type	Please select:	Four-leg Intersection					
Roundabout Lanes	Please select:	1 Lane					
ADT	Major Road:	6,281	Minor Road:	4,213	Total	10,494	

Step 2: Provide crash data.

2.1 Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

2.2 Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 1.

Based on the countermeasures selected in Step 1, the crash data types to be provided are:

(1) All

Crash Data Table for Crash Type: ALL

No.	Location (from Table III.1)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total
1	14th Avenue & Lacey Boulevard	0	0	0	1	7	8
	Total	0	0	0	1	7	8

Section IV. Calculation and Results

Click the "Calculate" button to calculate. The script will first check if there are any errors or inconsistencies in the countermeasure selections and crash data. If errors are detected and displayed below, the errors must be fixed first before you click the "Calculate" button again. If no errors are displayed, the calculation results are provided in this section. Please refer to the Manual for HSIP Analyzer for details regarding possible errors.

Calculate

Project Summary Information:

Project Total Cost: 1203700

1 countermeasures are eligible in benefit calculation. (NS4A)

Project location(s) are divided into 1 group(s) for calculating the benefits.

IV.1 Benefit Summary by location groups

Group No.	Group Info/Data*	Benefit from CM #1	Benefit from CM #2	Benefit from CM #3	Total Benefit of the group
1	Location type: NS (Non-signalized Intersections) Number of location(s): 1 Number of selected countermeasure(s): 1 (NS4A) Crash Data Information: Crash data period (years): 5 Number of crashes(F/SI/OVI/I-CP/PDO)*: All: 0,0,0,1,7	\$4,208,640	\$0	\$0	\$4,208,640
Sum		\$4,208,640	\$0	\$0	\$4,208,640

*Number of crashes: five crash numbers are for Fatal (F), Severe Injury (SI), Other Visible Injury (OVI), Injury - Complaint of Pain (I-CP), and Property Damage Only (PDO), respectively.

IV.2. Project Benefit and BCR Summary

No.	Countermeasure Name	Benefit	Cost	Resulting B/C
1	NS4A	\$4,208,640	\$1,203,700	3.5
2		\$0	\$0	0
3		\$0	\$0	0
	Entire Project	\$4,208,640	\$1,203,700	3.5

Data to be transferred to the HSIP Application Form

This section is generated automatically once the data entry and calculation have been completed. Transfer the data on this page to Section III of the HSIP Application Form.

Safety Countermeasure Information

Number of countermeasures: 1 NS4A: Convert intersection to roundabout (from all way stop)
--

Cost, FRR, Benefit and BCR:

Total Project Cost:	\$1,203,700
HSIP Funds Requested:	\$1,203,700
Max. Federal Reimbursement Ratio (FRR):	100%
Total Expected Benefit:	\$4,208,640
Benefit Cost Ratio:	3.50

HSIP ANALYZER

Cost Estimate, Crash Data and Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in "[Manual for HSIP Analyzer](#)". Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

All yellow highlighted fields must be filled in. The gray fields are calculated and read-only. This is a dynamic form (later steps vary depending on the data entered in earlier steps). If any error messages in red appear, fix the errors prior to proceeding to the next steps.

1. Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

06-Kings County-2

Save this file using the Application ID plus "Calc" as the file name (e.g. "07-Los Angeles-01Calc.pdf").

Project Location:
(limited to 250 characters)

Intersections: 13th Avenue & Front Street, 16th Avenue & Flint Avenue, 6th Avenue & Excelsior Avenue, 16th Avenue & Grangeville Boulevard, 14th Avenue & Idaho Ave and 14th Avenue & Hanford Armona Road

Project Description:
(limited to 250 characters)

Install advance warning flashing beacons; install flashing beacons on stop signs

2. Application Category (Check one):

Application Categories that require a Benefit Cost Ratio (BCR):

- Common BCR Application Set-aside for High Friction Surface Treatment

Application Categories that do NOT require a Benefit Cost Ratio (BCR):

- Set-aside for Guardrail Upgrades Set-aside for Horizontal Curve Signing
 Set-aside for Pedestrian Crossing Enhancements Set-aside for Tribes

Dual consideration?

- If an Application Category that does not require a BCR is selected above, check this box to indicate your desire that this application will be considered as a Common BCR Application as well in case it does not get selected for funding under the set-aside category. If this box is checked, a benefit cost analysis is required so the project will have a BCR.

A safety benefit cost analysis is required for this application. This tool will guide through cost estimate, safety benefit evaluation and Benefit Cost Ratio (BCR) calculation.

Section I. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide detailed engineer's estimate (for construction items only). The costs for other phases (PE, ROW, and CE) will be included in Section II.
- Test if countermeasures (CMs) (up to 3) are eligible for being used in the project benefit calculation. For a CM to be used in the project benefit calculation, the construction cost of the CM must be at least 15% of the project's total construction cost, unless an exception is requested. And
- Determine the project's maximum Federal Reimbursement Ratio (FRR).

I.1 Select up to 3 countermeasures (CMs) to be tested in the Engineer's Estimate:

Number of CMs to be used in this project:

CM No. 1: NS7: Install Flashing Beacons at Stop-Controlled Intersections

CM No. 2: NS8: Install flashing beacons as advance warning (NS.I.)

I.2 Detailed Engineer's Estimate for Construction Items:

Cost breakdown by CMs. For each item, enter a cost percentage for each of the CMs and "Other Safety-Related" (OS) components. (e.g. enter 10 for 10%). The cost % for "Non-Safety-Related" (NS) components is calculated.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	% for CM#1 (NS7)	% for CM#2 (NS8)	% for OS*	% for NS**
+ -	1	Flashing Beacon System	EA	26	\$10000.00	260,000	50%	50%	0%	0
+ -	2	Minor Items	LS	1	\$26000.00	26,000	50%	50%	0%	0
+ -	3	Mobilization	LS	1	\$26000.00	26,000	0%	0%	50%	50
		Weighted Average (%)					46%	46%	4%	4%
		Total (\$)				\$312,000				

* % for OS: Cost % for Other Safety-Related components;

** % for NS: Cost % for Non Safety-Related components.

Contingencies, as % of the above "Total" of the construction items:

\$93,600

Total Construction Cost (Con Items & Contingencies):

(Rounded up to the nearest hundreds)

\$405,600

I.3 Summary

2 CM(s) are eligible to be used in the project benefit calculation.

Countermeasure ID	Federal Funding Eligibility (FFE)	Cost %	Eligible to be used in benefit calculation?	Request exception to the 15% rule*
NS7	100%	45.83%	Yes (>=15% cost)	<input type="checkbox"/>
NS8	100%	45.83%	Yes (>=15% cost)	<input type="checkbox"/>

*By requesting an exception to the 15% rule, the CM with less than 15% of the construction cost will then be eligible to be used in the benefit calculation. If an exception is requested for any CM(s) above, please provide the reason (low cost treatment with significant safety benefits, etc.):

--

Project's Maximum Federal Reimbursement Ratio = 100.0%

The project's Maximum Federal Reimbursement Ratio is calculated as the least of the FFEs of the above countermeasures, minus the percentage of the non-safety related costs in excess of 10%. **This is the maximum value allowed to be entered in "HSIP/Total (%)" column in Section II (Project Cost Estimate).**

Section II. Project Cost Estimate

All project costs, for all phases and by all funding sources, must be accounted for on this form.

- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
- ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Federal Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
- iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in Question No. 5 in Section II of the HSIP Application Form.

Project's maximum Federal Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$40,500	100 %	\$40,500	\$0
PS&E	\$60,900	100 %	\$60,900	\$0
Subtotal - PE	\$101,400	100 %	\$101,400	\$0
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	100 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	100 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$60,900	100 %	\$60,900	\$0
Construction Items	\$405,600 <small>(Read only - from Section I)</small>	100 %	\$405,600	\$0
Subtotal - Construction	\$466,500	100 %	\$466,500	\$0
PROJECT TOTAL	\$567,900	100 %	\$567,900	\$0

Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:

If there are any messages in the below box, please fix OR explain justification for exceptions in Question No 5, Section II in the HSIP Application.

Section III. Project Location Groups, Countermeasures and Crash Data

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the project's safety CMs and historical crash data at the project sites. The data will be used to estimate the project benefit in Section IV.

1. Divide the project locations into groups.

It is quite often that an HSIP project has multiple locations. Theoretically the benefit for every single location may be calculated separately and then sum them up. However, that may be time consuming or almost impossible when there are a lot of locations. It is more efficient that the project locations with exactly the same safety countermeasures are combined into a group. The benefits of the locations in the same group can then be calculated at once.

When only one group is needed:

If your project consists of only one location or multiple locations that have similar features, address similar safety issues and utilize the same countermeasure(s). The crash data of all the locations can be combined and only one group is needed.

When multiple groups are needed:

If your project include multiple locations that have various safety issues and the proposed safety improvements (countermeasures) are not exactly the same for all the locations. The locations must be divided into different groups. The project benefits are then calculated multiple times, once for each location group. The project total benefit is the sum of the benefits from the different groups.

It should be noted that within a group, all locations should be of the same type: Signalized Intersection (S), Non-Signalized Intersection (NS), or Roadway (R).

If necessary, you may explain the location grouping for your project in details in Question No. 3 (Crash Data Evaluation), Section II in the HSIP Application Form.

2. After the number of location groups is entered, one subform will be populated for each location group. For each location group:

1) First, select the applicable CMs. *Note: If a Roundabout CM (S18 or NS4A or NS4B) is selected, additional information is required.*

For each group, only the CMs of the same type as the group location type can be used. For example, if a group consists of 5 signalized intersections, only "Signalized Intersection" CMs may be used for this group.

2) Based on the selected CMs, crash data tables of the required types are displayed for data entry.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the group, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike" , "Emergency Vehicle" , and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

For more information regarding grouping project locations and examples, please refer to the Manual for HSIP Analyzer.

III.1 List of Project Locations and Location Groups

List all locations/sites included in this project by groups. The locations entered in Table III.1 below will be automatically populated in the crash data tables in III.2.

Based on the criteria described on the last page, the locations/sites need to be divided into **1** groups.

Table III.1 List of Project Locations by Groups

Highlighted fields must be filled in. For each group:

- 1) Must select a Location Type;
- 2) Initially each group has one location line. Click "+"/ "-" to add a new line/delete an existing line;
- 3) Enter location description for each line. The same descriptions will be auto-populated in III.2.

*Note: If your project has a large number of locations, please aggregate some locations into one description, e.g. 10 stop controlled intersections, 5 horizontal curves, etc., as long as they have similar features and the safety improvements to be implemented are the same.

	No.	No. in Group	Location Description (Intersection Name or Road Limit or General Description)	
GROUP 1			Select Location Type:	NS (Non-signalized Intersections)
+	1	G1-1	Stop Controlled Intersections (6 total)	
-				

III.2: Countermeasures and Crash Data

(Repeats for each location group)

Countermeasures and Crash Data -Location Group No. 1 of 1

[Hide Group Details](#)

Step 1: Select countermeasure(s) to be applied to this location group

This group's location type: NS (Non-signalized Intersections)

Please check the CMs for this location group. All the CMs that have passed the test in Section I AND match the location type of this group are listed below.

	No.	Countermeasure (CM) Name	CM Type*	Crash Reduction Factor (CRF)	Expected Life (Years)	Crash Type	Federal Funding Eligibility
<input checked="" type="checkbox"/>	1	NS7: Install Flashing Beacons at Stop-Controlled Intersections	NS	0.15	10	All	100%
<input checked="" type="checkbox"/>	2	NS8: Install flashing beacons as advance warning (NS.I.)	NS	0.3	10	All	100%
*CM Type: S-Signalized Intersection; NS-Non-Signalized Intersection; R-Roadway.							

Step 2: Provide crash data.

2.1 Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

2.2 Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 1.

Based on the countermeasures selected in Step 1, the crash data types to be provided are:

(1) All

Crash Data Table for Crash Type: ALL

No.	Location (from Table III.1)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total
1	Stop Controlled Intersections (6 total)	3	3	11	18	0	35
	Total	3	3	11	18	0	35

Section IV. Calculation and Results

Click the 'Calculate' button to calculate. The script will first check if there are any errors or inconsistencies in the countermeasure selections and crash data. If errors are detected and displayed below, the errors must be fixed first before you click the 'Calculate' button again. If no errors are displayed, the calculation results are provided in this section. Please refer to the Manual for HSIP Analyzer for details regarding possible errors.

Calculate

Project Summary Information:

Project Total Cost: 567900

2 countermeasures are eligible in benefit calculation. (NS7 NS8)

Project location(s) are divided into 1 group(s) for calculating the benefits.

IV.1 Benefit Summary by location groups

Group No.	Group Info/Data*	Benefit from CM #1	Benefit from CM #2	Benefit from CM #3	Total Benefit of the group
1	Location type: NS (Non-signalized Intersections) Number of location(s): 1 Number of selected countermeasure(s): 2 (NS7 NS8) Crash Data Information: Crash data period (years): 5 Number of crashes(F/SI/OVI/I-CP/PDO)*: All: 3,3,11,18,0	\$4,467,340	\$8,934,679	\$0	\$13,402,019
Sum		\$4,467,340	\$8,934,679	\$0	\$13,402,019

*Number of crashes: five crash numbers are for Fatal (F), Severe Injury (SI), Other Visible Injury (OVI), Injury - Complaint of Pain (I-CP), and Property Damage Only (PDO), respectively.

IV.2. Project Benefit and BCR Summary

No.	Countermeasure Name	Benefit	Cost	Resulting B/C
1	NS7	\$4,467,340	\$283,950	15.7
2	NS8	\$8,934,679	\$283,950	31.5
3		\$0	\$0	0
	Entire Project	13,402,019	\$567,900	23.6

Data to be transferred to the HSIP Application Form

This section is generated automatically once the data entry and calculation have been completed. Transfer the data on this page to Section III of the HSIP Application Form.

Safety Countermeasure Information

Number of countermeasures: 2 NS7: Install Flashing Beacons at Stop-Controlled Intersections NS8: Install flashing beacons as advance warning (NS.I.)
--

Cost, FRR, Benefit and BCR:

Total Project Cost:	\$567,900
HSIP Funds Requested:	\$567,900
Max. Federal Reimbursement Ratio (FRR):	100%
Total Expected Benefit:	13,402,019
Benefit Cost Ratio:	23.60

HSIP ANALYZER

Cost Estimate, Crash Data and Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in "[Manual for HSIP Analyzer](#)". Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

All yellow highlighted fields must be filled in. The gray fields are calculated and read-only. This is a dynamic form (later steps vary depending on the data entered in earlier steps). If any error messages in red appear, fix the errors prior to proceeding to the next steps.

1. Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

06-Kings County-3

Save this file using the Application ID plus "Calc" as the file name (e.g. "07-Los Angeles-01Calc.pdf").

Project Location:
(limited to 250 characters)

Intersection of 22nd Avenue and Grangeville Boulevard

Project Description:
(limited to 250 characters)

Install a roundabout

2. Application Category (Check one):

Application Categories that require a Benefit Cost Ratio (BCR):

- Common BCR Application Set-aside for High Friction Surface Treatment

Application Categories that do NOT require a Benefit Cost Ratio (BCR):

- Set-aside for Guardrail Upgrades Set-aside for Horizontal Curve Signing
 Set-aside for Pedestrian Crossing Enhancements Set-aside for Tribes

Dual consideration?

- If an Application Category that does not require a BCR is selected above, check this box to indicate your desire that this application will be considered as a Common BCR Application as well in case it does not get selected for funding under the set-aside category. If this box is checked, a benefit cost analysis is required so the project will have a BCR.

A safety benefit cost analysis is required for this application. This tool will guide through cost estimate, safety benefit evaluation and Benefit Cost Ratio (BCR) calculation.

Section I. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- o Provide detailed engineer's estimate (for construction items only). The costs for other phases (PE, ROW, and CE) will be included in Section II.
- o Test if countermeasures (CMs) (up to 3) are eligible for being used in the project benefit calculation. For a CM to be used in the project benefit calculation, the construction cost of the CM must be at least 15% of the project's total construction cost, unless an exception is requested. And
- o Determine the project's maximum Federal Reimbursement Ratio (FRR).

I.1 Select up to 3 countermeasures (CMs) to be tested in the Engineer's Estimate:

Number of CMs to be used in this project:

CM No. 1: NS4B: Convert intersection to roundabout (from stop or yield control on minor road)

I.2 Detailed Engineer's Estimate for Construction Items:

Cost breakdown by CMs. For each item, enter a cost percentage for each of the CMs and "Other Safety-Related" (OS) components. (e.g. enter 10 for 10%). The cost % for "Non-Safety-Related" (NS) components is calculated.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	% for CM#1 (NS4B)	% for OS*	% for NS**
+ -	1	Traffic Control Systems	LS	1	\$53000.00	53,000	100%	0%	0
+ -	2	Construction Area Signs	LS	1	\$2000.00	2,000	100%	0%	0
+ -	3	SWPPP	LS	1	\$6500.00	6,500	100%	0%	0
+ -	4	Construction Site Management	LS	1	\$30000.00	30,000	100%	0%	0
+ -	5	Water Pollution Control	LS	1	\$40000.00	40,000	100%	0%	0
+ -	6	Clearing and Grubbing	LS	1	\$15000.00	15,000	100%	0%	0
+ -	7	Roadway Excavation	CY	955	\$45.00	42,975	100%	0%	0
+ -	8	Hot Mix Asphalt (Type A)	TON	625	\$150.00	93,750	100%	0%	0
+ -	9	Aggregate Base (Class II)	CY	570	\$85.00	48,450	100%	0%	0
+ -	10	Minor Concrete (Curb & Gutter)	LF	1,940	\$20.00	38,800	100%	0%	0
+ -	11	Minor Concrete (Curb)	LF	1,145	\$15.00	17,175	100%	0%	0
+ -	12	Minor Concrete (Textured Paving)	SF	14,060	\$10.00	140,600	100%	0%	0
+ -	13	Minor Concrete (Truck Apron)	SF	72	\$200.00	14,400	100%	0%	0
+ -	14	Traffic Stripes & Pavement Markings	LS	1	\$2500.00	2,500	100%	0%	0
+ -	15	Signage	LS	1	\$8500.00	8,500	100%	0%	0
+ -	16	Electrical & Lighting	LS	1	\$80000.00	80,000	100%	0%	0
+ -	17	Drainage	LS	1	\$50500.00	50,500	100%	0%	0
+ -	18	Mobilization	LS	1	\$68000.00	68,000	50%	50%	0

No.	Item Description	Unit	Quantity	Unit Cost	Total	% for CM#1 (NS4B)	% for CM#2 (NA)	% for CM#3 (NA)	% for OS*	% for NS**
	Weighted Average (%)					95%	5%			
	Total (\$)				\$752,150					

* % for OS: Cost % for Other Safety-Related components;

** % for NS: Cost % for Non Safety-Related components.

Contingencies, as % of the above "Total" of the construction items:

(e.g. enter 10 for 10%)

30 %

\$225,645

Total Construction Cost (Con Items & Contingencies):

(Rounded up to the nearest hundreds)

\$977,800

I.3 Summary

1 CM(s) are eligible to be used in the project benefit calculation.

Countermeasure ID	Federal Funding Eligibility (FFE)	Cost %	Eligible to be used in benefit calculation?	Request exception to the 15% rule*
NS4B	100%	95.48%	Yes (>=15% cost)	<input type="checkbox"/>

*By requesting an exception to the 15% rule, the CM with less than 15% of the construction cost will then be eligible to be used in the benefit calculation. if an exception is requested for any CM(s) above, please provide the reason (low cost treatment with significant safety benefits, etc.):

Project's Maximum Federal Reimbursement Ratio = 100.0%

The project's Maximum Federal Reimbursement Ratio is calculated as the least of the FFEs of the above countermeasures, minus the percentage of the non-safety related costs in excess of 10%. This is the maximum value allowed to be entered in "HSIP/Total (%)" column in Section II (Project Cost Estimate).

Section II. Project Cost Estimate

All project costs, for all phases and by all funding sources, must be accounted for on this form.

- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
- ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Federal Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
- iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in Question No. 5 in Section II of the HSIP Application Form.

Project's maximum Federal Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

100 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$97,800	100 %	\$97,800	\$0
PS&E	\$146,700	100 %	\$146,700	\$0
Subtotal - PE	\$244,500	100 %	\$244,500	\$0
Right of Way (ROW) Phase				
Right of Way Engineering	\$30,000	100 %	\$30,000	\$0
Appraisals, Acquisitions & Utilities	\$67,800	100 %	\$67,800	\$0
Subtotal - Right of Way (ROW)	\$97,800	100 %	\$97,800	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$146,700	100 %	\$146,700	\$0
Construction Items	\$977,800 <small>(Read only - from Section I)</small>	100 %	\$977,800	\$0
Subtotal - Construction	\$1,124,500	100 %	\$1,124,500	\$0
PROJECT TOTAL	\$1,466,800	100 %	\$1,466,800	\$0

Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:

If there are any messages in the below box, please fix OR explain justification for exceptions in Question No 5, Section II in the HSIP Application.

Section III. Project Location Groups, Countermeasures and Crash Data

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the project's safety CMs and historical crash data at the project sites. The data will be used to estimate the project benefit in Section IV.

1. Divide the project locations into groups.

It is quite often that an HSIP project has multiple locations. Theoretically the benefit for every single location may be calculated separately and then sum them up. However, that may be time consuming or almost impossible when there are a lot of locations. It is more efficient that the project locations with exactly the same safety countermeasures are combined into a group. The benefits of the locations in the same group can then be calculated at once.

When only one group is needed:

If your project consists of only one location or multiple locations that have similar features, address similar safety issues and utilize the same countermeasure(s). The crash data of all the locations can be combined and only one group is needed.

When multiple groups are needed:

If your project include multiple locations that have various safety issues and the proposed safety improvements (countermeasures) are not exactly the same for all the locations. The locations must be divided into different groups. The project benefits are then calculated multiple times, once for each location group. The project total benefit is the sum of the benefits from the different groups.

It should be noted that within a group, all locations should be of the same type: Signalized Intersection (S), Non-Signalized Intersection (NS), or Roadway (R).

If necessary, you may explain the location grouping for your project in details in Question No. 3 (Crash Data Evaluation), Section II in the HSIP Application Form.

2. After the number of location groups is entered, one subform will be populated for each location group. For each location group:

1) First, select the applicable CMs. *Note: If a Roundabout CM (S18 or NS4A or NS4B) is selected, additional information is required.*

For each group, only the CMs of the same type as the group location type can be used. For example, if a group consists of 5 signalized intersections, only "Signalized Intersection" CMs may be used for this group.

2) Based on the selected CMs, crash data tables of the required types are displayed for data entry.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the group, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike" , "Emergency Vehicle", and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

For more information regarding grouping project locations and examples, please refer to the Manual for HSIP Analyzer.

III.1 List of Project Locations and Location Groups

List all locations/sites included in this project by groups. The locations entered in Table III.1 below will be automatically populated in the crash data tables in III.2.

Based on the criteria described on the last page, the locations/sites need to be divided into **1** groups.

Table III.1 List of Project Locations by Groups

Highlighted fields must be filled in. For each group:

- 1) Must select a Location Type;
- 2) Initially each group has one location line. Click "+" / "-" to add a new line/delete an existing line;
- 3) Enter location description for each line. The same descriptions will be auto-populated in III.2.

*Note: If your project has a large number of locations, please aggregate some locations into one description, e.g. 10 stop controlled intersections, 5 horizontal curves, etc., as long as they have similar features and the safety improvements to be implemented are the same.

	No.	No. in Group	Location Description (Intersection Name or Road Limit or General Description)	
GROUP 1			Select Location Type:	NS (Non-signalized Intersections)
+	1	G1-1	22nd Avenue & Grangeville Boulevard	
-				

III.2: Countermeasures and Crash Data

(Repeats for each location group)

Countermeasures and Crash Data -Location Group No. 1 of 1

[Hide Group Details](#)

Step 1: Select countermeasure(s) to be applied to this location group

This group's location type: NS (Non-signalized Intersections)

Please check the CMs for this location group. All the CMs that have passed the test in Section I AND match the location type of this group are listed below.

	No.	Countermeasure (CM) Name	CM Type*	Crash Reduction Factor (CRF)	Expected Life (Years)	Crash Type	Federal Funding Eligibility
<input checked="" type="checkbox"/>	1	NS4B: Convert intersection to roundabout (from stop or yield control on minor road)	NS	0.5	20	All	100%
*CM Type: S-Signalized Intersection; NS-Non-Signalized Intersection; R-Roadway.							

Additional information is required:

Since Roundabout is selected, the below additional information is required for calculating Roundabout benefit.

Roundabout Location	Please select:	Rural				
Intersection Type	Please select:	Four-leg Intersection				
Roundabout Lanes	Please select:	1 Lane				
ADT	Major Road:	2,267	Minor Road:	674	Total	2,941

Step 2: Provide crash data.

2.1 Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

2.2 Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 1.

Based on the countermeasures selected in Step 1, the crash data types to be provided are:

(1) All

Crash Data Table for Crash Type: ALL

No.	Location (from Table III.1)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total
1	22nd Avenue & Grangeville Boulevard	2	0	2	1	4	9
	Total	2	0	2	1	4	9

Section IV. Calculation and Results

Click the "Calculate" button to calculate. The script will first check if there are any errors or inconsistencies in the countermeasure selections and crash data. If errors are detected and displayed below, the errors must be fixed first before you click the "Calculate" button again. If no errors are displayed, the calculation results are provided in this section. Please refer to the Manual for HSIP Analyzer for details regarding possible errors.

Calculate

Project Summary Information:

Project Total Cost: 1466800

1 countermeasures are eligible in benefit calculation. (NS4B)

Project location(s) are divided into 1 group(s) for calculating the benefits.

IV.1 Benefit Summary by location groups

Group No.	Group Info/Data*	Benefit from CM #1	Benefit from CM #2	Benefit from CM #3	Total Benefit of the group
1	Location type: NS (Non-signalized Intersections) Number of location(s): 1 Number of selected countermeasure(s): 1 (NS4B) Crash Data Information: Crash data period (years): 5 Number of crashes(F/SI/OVI/I-CP/PDO)*: All: 2,0,2,1,4	\$12,153,932	\$0	\$0	\$12,153,932
Sum		\$12,153,932	\$0	\$0	\$12,153,932

*Number of crashes: five crash numbers are for Fatal (F), Severe Injury (SI), Other Visible Injury (OVI), Injury - Complaint of Pain (I-CP), and Property Damage Only (PDO), respectively.

IV.2. Project Benefit and BCR Summary

No.	Countermeasure Name	Benefit	Cost	Resulting B/C
1	NS4B	12,153,932	\$1,466,800	8.3
2		\$0	\$0	0
3		\$0	\$0	0
	Entire Project	12,153,932	\$1,466,800	8.3

Data to be transferred to the HSIP Application Form

This section is generated automatically once the data entry and calculation have been completed. Transfer the data on this page to Section III of the HSIP Application Form.

Safety Countermeasure Information

Number of countermeasures: 1

NS4B: Convert intersection to roundabout (from stop or yield control on minor road)

Cost, FRR, Benefit and BCR:

Total Project Cost:	\$1,466,800
HSIP Funds Requested:	\$1,466,800
Max. Federal Reimbursement Ratio (FRR):	100%
Total Expected Benefit:	12,153,932
Benefit Cost Ratio:	8.29



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 28, 2018

SUBMITTED BY: Behavioral Health –Lisa Lewis

SUBJECT: AGREEMENT WITH MENTAL HEALTH SYSTEMS, INC. FOR ASSERTIVE
COMMUNITY TREATMENT FULL SERVICE PARTNERSHIP SERVICES

SUMMARY:

Overview:

Behavioral Health is seeking approval to initiate an agreement with Mental Health Systems, Inc. for the provision of Assertive Community Treatment Full Service Partnership services for adults and older adults in Kings County.

Recommendation:

Authorize the Chairman to sign the Agreement with Mental Health Systems, Inc. for Assertive Community Treatment Full Service Partnership services effective September 1, 2018 through June 30, 2021.

Fiscal Impact:

There will be no additional cost to the County General Fund. This is a three-year Agreement beginning September 1, 2018 through June 30, 2021 in the amount of \$1,315,136 for Fiscal Year 2018/2019, \$1,315,136 for Fiscal Year 2019/2020, and \$1,339,647 for Fiscal Year 2020/2021. Revenues and expenses are included in the proposed budget for Fiscal Year 2018/2019 in Budget Unit 422200 titled Mental Health Services Act.

BACKGROUND:

Assertive Community Treatment (ACT) Full Service Partnership (FSP) is an evidence-based treatment model that significantly broadens the concept of what services and supports individuals with the most severe forms of mental illness need to attain recovery and live independently. The primary goal of ACT FSP is recovery through community treatment and rehabilitation. ACT FSP is characterized by:

(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

AGREEMENT WITH MENTAL HEALTH SYSTEMS, INC. FOR ASSERTIVE COMMUNITY TREATMENT FULL SERVICE PARTNERSHIP SERVICES

August 28, 2018

Page 2 of 2

- A team approach — Practitioners with various professional training and general life skills work closely together to blend their knowledge and skills;
- Services are client driven and delivered in the places and contexts where they are needed;
- A small caseload — An ACT Team typically consists of 10 to 12 staff members with small caseloads to maximize availability and the amount of services an individual can receive in a week;
- Time-unlimited services — Services are provided as long as needed, not according to pre-set timelines;
- A flexible service delivery — The ACT Team meets daily to discuss how each individual is doing. Practitioners can quickly adjust their services to respond to changes in individuals' needs;
- 24/7 crisis availability — Services are available 24 hours a day, 7 days a week. However, team members often find that they can anticipate and avoid crises.

The Behavioral Health Department worked closely with the Purchasing Division to issue a Request for Proposal (RFP) for ACT FSP services on December 4, 2017, which closed on January 19, 2018. The RFP selection committee, made up of representatives from Adventist Health's Emergency Department, the Probation Department, Public Health Department and Behavioral Health Department, recommended Mental Health Systems, Inc. (MH Systems) as the apparent successful bidder. MH Systems is a non-profit agency founded in 1978 to improve the lives of individuals, families and communities facing substance use and behavioral health challenges. MH Systems is based out of San Diego, CA and currently provides nine (9) ACT programs in four (4) separate California counties.

Through this agreement, MH Systems will provide ACT FSP services up to 50 Kings County adults and older adults, aged eighteen (18) and over, who are experiencing a serious mental illness or co-occurring substance use disorder. All services will be authorized by the Behavioral Health Department and will be provided with a person-centered approach that is highly individualized and may include individual and group therapy, peer supports, case management, medication support, employment training, education support, community living skills, housing services, crisis intervention, and family education.

MH Systems will participate in monthly Adult System of Care meetings, weekly Multi-Disciplinary Team meetings, ad hoc Case Staffings as needed, and Contract Monitoring meetings \ with the Behavioral Health Department. MH Systems' office will be located at 530 E. Kings County Drive, Suite 102 in Hanford, adjacent to the Behavioral Health Departments office, though most services will be provided in community based settings.

The Agreement has been reviewed and approved by County Counsel.

COUNTY OF KINGS

AGREEMENT FOR SERVICES BETWEEN THE COUNTY OF KINGS AND MENTAL HEALTH SYSTEMS, INC.

THIS AGREEMENT is made and entered into as of the _____, 2018, by and between the County of Kings, through its Behavioral Health Department a political subdivision of the State of California (hereinafter "County") and Mental Health Systems, Inc., a California non-profit corporation (hereinafter "Contractor").

RECITALS

WHEREAS, County requires the Contractor to provide the Assertive Community Treatment (ACT) Program; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

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

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except that as set forth in **Exhibit B**. Payment for service provided under this Agreement is limited to the maximum amount of **\$1,326,136 in both Fiscal Years 2018/2019 and 2019/2020 and \$1,350,647 in Fiscal Year 2020/2021**. County shall not be liable to the Contractor for any amount in excess of the maximum amount. If the Statewide MHSA funding is reduced or discontinued by the State, compensation under this Agreement shall be terminated or reduced accordingly as set forth in the State Contract. County's obligation to make payments under this Agreement is contingent on the State making allocation for funding under the MHSA Plan to the County, and the State delivering the allocated funds under the State Contract to the County.

4. METHOD OF PAYMENT

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

5. TERM

This agreement shall take effect at the date first written above and shall terminate on June 30, 2021. This Agreement may be extended pursuant to section 10.

6. BRANDING

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

7. TIME

Time for performance of this Agreement is of the essence.

8. TIME OF PERFORMANCE

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

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

9. RECORDS AND INSPECTIONS.

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

10. AMENDMENTS

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

11. TERMINATION

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

- A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.
- B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

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

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

12. INSURANCE

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

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

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

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of

\$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

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

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

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

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

13. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the

performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

15. COMPLIANCE WITH LAW

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

16. CONFIDENTIALITY

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

17. CONFLICT OF INTEREST

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

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

18. Culturally and Linguistically Appropriate Services (CLAS) Standards

To ensure equal access to quality care by diverse populations, Contractor shall adopt and implement the federal Office of Minority Health (OMH) national Culturally and Linguistically Appropriate Standards (CLAS), and will be demonstrated through policies, training and cultural competency plans its efforts address the CLAS requirements.

19. DRUG FREE WORKPLACE

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

20. HEALTH AND SAFETY STANDARDS

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

21. NONDISCRIMINATION

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

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

22. ADA COMPLIANCE

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

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

23. SUBCONTRACTORS

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

24. ASSIGNMENT

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

25. UNFORESEEN CIRCUMSTANCES

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

26. NOTICE

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

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

CONTRACTOR:
MENTAL HEALTH SYSTEMS, INC.
9465 FARNHAM STREET
SAN DIEGO, CA 92123

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

27. NONRENEWAL

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

28. CHOICE OF LAW

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

29. 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.

30. SURVIVAL

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

31. TITLES TO BE DISREGARDED

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

32. NO THIRD PARTY BENEFICIARIES.

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

33. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

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

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

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


34. 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

By: _____
Richard Valle, Chairman

By: _____

James C. Callaghan, Jr., CEO & President,
Mental Health Systems Inc.

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By: _____

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: Kings County ADA Grievance Procedures

Exhibit D: Assurances and Certifications

Exhibit E: Branding

Exhibit F: HIPAA

EXHIBIT A**SCOPE OF WORK**

September 1, 2018 – June 30, 2021

Contractor shall provide an Assertive Community Treatment (ACT) Program for up to fifty (50) adults and older adults, ages eighteen (18) and over, with serious mental illness (SMI) or co-occurring substance use disorders (COD). The program will be identified as “Kings County ACT” and is funded by Kings County’s Mental Health Services Act-Full Service Partnership allocation. The individuals participating in the Kings County ACT will be identified as “Partners”. The Kings County ACT program shall employ the standards set for in the Substance Abuse and Mental Health Services Administration’s (SAMHSA) ACT Evidence Based Practice Kit (<https://store.samhsa.gov/product/Assertive-Community-Treatment-ACT-Evidence-Based-Practices-EBP-KIT/SMA08-4345>).

Description of the ACT model

ACT is an evidenced-based treatment model approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) that significantly broadens the concept of what services and supports individuals with the most severe forms of mental illness need to attain recovery and live independently in the community of the individual’s choice. ACT redefines how services and supports are organized and delivered to individuals with SMI or COD. The primary goal of ACT is recovery through community treatment and rehabilitation. ACT is characterized by:

- A team approach — Practitioners with various professional training and general life skills work closely together to blend their knowledge and skills.
- In vivo services — Services are delivered in the places and contexts where they are needed.
- A small caseload — An ACT Team typically consists of 10 to 12 staff members with small caseloads so as to maximize availability and the amount of services an individual can receive in a week.
- Time-unlimited services — A service is provided as long as needed, not according to pre-set timelines.
- A shared caseload — Practitioners do not have individual caseloads; rather the team as a whole is responsible for ensuring that individuals receive the services they need to live in the community and reach their personal goals.
- A flexible service delivery — The ACT Team shall meet daily to discuss how each individual is doing. Practitioners can quickly adjust their services to respond to changes in individuals’ needs.
- A fixed point of responsibility — Rather than sending individuals to various providers for services, the ACT Team provides the services that individuals need. If using another provider cannot be avoided (e.g., medical care), the ACT team makes certain that clients receive the services they need.
- 24/7 crisis availability — Services are available 24 hours a day, 7 days a week. However, team members often find that they can anticipate and avoid crises.

A. Kings County ACT Criteria

- a. Individuals 18 years of age and above with a diagnosis of a serious mental illness, defined by Welfare and Institution Code 5600.3(b) and must the following additional criteria based upon their age:
 - i. If 18 to 23 years of age, according to California Code of Regulations (CCR) 3620.05(b):
 1. They are unserved or underserved and one or more of the following:
 - a. Homeless or at risk of being homeless
 - b. Aging out of the child and youth mental health system
 - c. Aging out of the child welfare systems
 - d. Aging out of the juvenile justice system
 - e. Involved in the criminal justice system
 - f. At risk of involuntary hospitalization or institutionalization
 - g. Have experienced a first episode of serious mental illness
 - ii. If 24 to 59 years of age, according to CCR 3620.05(c) individual must meet one or more criteria in (1) or (2) below:
 1. They are unserved and one of the following:
 - a. Homeless or at serious risk of becoming homeless
 - b. Involved in the criminal justice system
 - c. Frequent users of the hospital and/or emergency room services as the primary resource for mental health treatment
 2. They are underserved and at risk of one of the following:
 - a. Homelessness
 - b. Involvement in the criminal justice system
 - c. Institutionalization
 - iii. If 60 years of age and above, according to CCR 3620.05(d) individual must meet one or more criteria in (1) or (2) below:
 1. (1) They are unserved and one of the following:
 - a. Experiencing a reduction in personal and/or community functioning
 - b. Homeless
 - c. At risk of becoming homeless
 - d. At risk of becoming institutionalized
 - e. At risk of out-of-home care
 - f. At risk of becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment
 2. They are underserved and at risk of one of the following:
 - a. Homelessness
 - b. Institutionalization
 - c. Nursing home or out-of-home care
 - d. Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment
 - e. Involvement in the criminal justice system

- b. All involved agencies and the individual must agree to enrollment in the Kings County ACT.

B. Enrollment

- Upon receipt of an authorized Full Service Partnership ACT Referral Form from Kings County Behavioral Health, Contractor will initiate contact with the individual referred within 2 business days to setup an initial meeting to share about Kings County ACT and begin rapport building with the individual who was referred.
- Contractor will schedule subsequent meetings to continue to establish rapport and setup the initial assessment.
- Upon completion of the initial assessment and verification of the eligibility criteria, Contractor shall enroll the individual in Kings County ACT.
 - At enrollment, Contractor shall complete the following, in addition to eligibility criteria verification:
 - Open the Partner to services in Anasazi and document the following:
 - ASAM Level of Care Determination Tool;
 - Clinical Assessment;
 - Level of Care Utilization System (LOCUS);
 - Treatment Plan;
 - Release of Information Authorization;
 - Progress Notes.
 - Open the Partner to the State's Data Collection and Reporting (DCR) System and complete the following:
 - Partnership Assessment Form
 - Contractor specific forms which will be completed include: Billing Information Form, Informed Consent and Description of Services, Request for Records, Medication Administration Record and Chart Audit Form.

C. Services

- Services provided by the contractor shall be available twenty-four (24) hours a day, seven (7) day a week and may include a broad spectrum of activities including, but not be limited to:
 - Individual, family and group therapy
 - Case Management
 - Medication Support (e.g. consultation with treating physicians, assistance with transportation to and from health care appointments, and collaboration with medical support services as offered by other entities)
 - Employment Training (e.g. networking, finding a job, resume building, role playing, job etiquette and volunteer opportunities)
 - Education Support (e.g. connection to tutoring or GED preparation, college tours, presentations from educators)
 - Community Living Skills (e.g. shopping for goods, using public transportation, budgeting)
 - Encouraging involvement from family and other natural resources
 - Housing Services (e.g. finding housing that meets the Partners needs)
 - Health and Wellness (e.g. presentations from health care professionals, coordination of care with all health care providers for a Partner)

- Crisis Intervention (e.g. availability to Partners 24 hours a day, seven days a week in order to connect Partners to appropriate care should they experience a crisis.)
- Peer Support (e.g. peer mentoring or coaching, relationship building)
- Family Education Services (e.g. educating families to help develop their understanding of mental illness and how they can support their family member who is experiencing a SMI or COD)
- Services will be developed with a person-centered approach which is highly individualized and designed to respond to the expressed needs and desires of the Partner.
- Contractor shall complete the following ongoing documentation, assessments and tools:
 - Anasazi
 - Progress notes – For each service provided
 - LOCUS – Quarterly upon initial completion and when deemed clinically necessary
 - Clinical Assessment – Every 2 years upon initial completion
 - Treatment Plan – May update as identified by Clinician and Partner
 - DCR System
 - Quarterly Assessment Form
 - Key Event Tracking Form
 - Annual Client Satisfaction Survey
 - Contractor may additionally utilize, but is not limited to the following tools:
 - Illness Management Recovery (IMR) Scale
 - ACT Transition Readiness Scale
 - Recovery Markers Questionnaire (RMQ)
 - Substance Abuse Treatment Scale Revised (SATS-R)
 - Addiction Severity Index (ASI)
 - Wellness and Recovery Action Plan (WRAP)
- Contractor shall document all direct services according to the Kings County Behavioral Health Documentation Manual. Contractor shall document all direct services and administrative time that is invoiced to the County in Anasazi.

D. Transition and Discharge Criteria

- a. Transition of Partners to less intensive services will occur as the Partner makes sufficient progress to meet their recovery goals without Kings County ACT services. Transitions to less intensive services will be made upon mutual agreement of the Partner, Contractor and County.
- b. Partners will be discharged when they meet one or more of the following criteria:
 - i. Partner, Contractor, and County agree during a Multidisciplinary Team Meeting that the Partner has made sufficient progress to continue to meet their recovery needs in a healthy manner with a lower level of service.
 - ii. Partner decides to terminate participation in Kings County ACT.
 - iii. Partner transfers to another program that has been mutually agreed upon.
 - iv. Partner's behaviors that are unsafe to Kings County ACT team members and other Partners.
 - v. Partner moves outside of Kings County on a permanent basis.

- vi. Partner requires a higher level of care than can be provided as part of the Kings County ACT (e.g., serious or consistent danger to themselves or others and therefore cannot be maintained in an open setting).
- vii. Partner is incarcerated or placed in an Institute for Mental Disease (IMD).
- viii. Kings County ACT services are not likely to help the Partner maintain or improve their mental health condition according to Title 9, CCR, Section 1830.205(b)(3)(A) and (B).
- ix. Has a medical problem requiring specialized care beyond that which is available under Kings County ACT.
- x. Declines or refuses services and requests discharge, despite the Kings County ACT team members' best efforts to develop an acceptable services plan with the Partner.
- xi. Partner is not present for 30 days or more to participate in services.

E. Flex Funding

- a. Contractor may utilize Flex funding to support the Partner to achieve their goals. Flex funding must be clearly linked to a goal/strategy in the treatment plan.
 - i. Eligibility
 - 1. Partners who have insufficient funds to provide the materials and resources necessary to achieve their treatment goals are eligible for assistance through flex funding.
 - 2. Partners who have income and/or are concurrently receiving government assistance are only eligible to receive assistance through flex funding after it has been established that there are insufficient funds or no other funding sources available.
 - 3. Flex funding is to be used in support of the Partner and not the individual family members or support persons.
 - 4. Flex funds are meant to be a temporary support, and are not to be used for long-term expenses.
 - ii. Uses
 - 1. Flex funding may be used to pay for housing, food, clothing, transportation, educational and vocational expenses.
 - 2. Flex funding may also pay for medical, dental, optical care, prescriptions, and laboratory tests when the Partner or family member does not have insurance to pay for such care.
 - 3. Excluded purchases include items such as: alcohol, tobacco, construction or rehabilitation of housing, buildings or offices, purchasing land or buildings, illegal substances and activities, sexually explicit materials, prescription medication otherwise available through Indigent medication or prescription assistance programs, or vehicles for programs.
 - 4. Every attempt should be made to purchase items that are considered reasonable purchases for the assistance of the Partners, and as economical as possible.

5. Items purchased with flex funds become the property of the Partner and the Partner is not obligated to return the items upon leaving the program.
 6. If an expense is determined to be ongoing, the program must develop a plan for consumer self-sufficiency related to the ongoing expense.
- iii. Reimbursement
1. Contractor shall itemize expenses claimed on the Flexible Funding Expense Form, hide the Protected Health Information (PHI) and submit with the monthly invoice.
 2. Contractor shall report any reimbursement received on the Flexible Funding Expense Form for the month in which the reimbursement occurred.
 3. Contractor is required to archive all flex funding expenditure receipts for a period of at least six (6) years. There may be occasions when a copy of an archived receipt is requested.

F. Performance Goals

- a. Contractor will achieve the following performance goals:
- i. No less than 75% of program clients will show clinical improvement or stabilization.
 1. Tools to be used to measure progress: **Partnership Assessment Form, Key Event Tracking Form, Quarterly Assessment Form, Illness Management and Recovery Scale, Level of Care Utilization System, ACT Transition to Readiness Scale**
 - ii. No less than 75% of program clients will show functional improvement or stabilization.
 1. Tools to be used to measure progress: **Partnership Assessment Form, Key Event Tracking Form, Quarterly Assessment Form, Transition to Readiness Scale**
 - iii. No less than 25% of program clients with housing objectives will demonstrate progress.
 1. Tools to be used to measure progress: **Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**
 - iv. No less than 25% of program clients with vocational and/or educational objectives will demonstrate progress.
 1. Tools to be used to measure progress: **Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**
 - v. No less than 15% of program clients will have employment involvement.
 1. Tools to be used to measure progress: **Key Event Tracking Form, Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**

- vi. 100% of program clients will be assessed for co-occurring disorders; of those who have substance abuse challenges, 50% will show stabilization and/or progress toward recovery.
 1. Tools to be used to measure progress: **Addiction Severity Index, Partnership Assessment Form, Recovery Markers Questionnaire, Substance Abuse Treatment Scale Revised, Level of Care Utilization System**
- vii. 100% of program clients will be connected to a Primary Care Physician and needed medical care.
 1. Tools to be used to measure progress: **Level of Care Utilization System, Key Event Tracking Form**
- viii. Clients will be encouraged to use Wellness Recovery Action Plan (WRAP) with 25% of clients will develop and share WRAP plans.
 1. Tools to be used to measure progress: **Progress Notes**

G. Staffing

- a. Contractor agrees to provide the level of staffing for the Kings County ACT program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B" Budget.
- b. Contractor shall ensure that each staff has completed a minimum of 4 hours of training every year in the areas of Cultural Competency, Gender Responsive Services, Co-occurring disorders, and Ethics.
- c. Contractor shall ensure that staff who provide direct services will receive annual trauma-informed training.
- d. Contractor shall maintain training records for staff for 6 years.
- e. Contractor shall ensure that direct service staff receive training and demonstrate competency in specific treatment standards for ACT services; participant confidentiality; participant screening and assessment; participant referral; CPR; communicable diseases; cultural diversity; data collection; drug testing protocols; Program Registrar procedures; and volunteer training.
- f. Once fully staffed the program will have at least three (3) fluent Spanish-Speaking members.
- g. Contractor shall compose a staff that reflects the diversity of population being served.

H. Program Setting/Hours of Operation

- a. Program Facilities Location: 530 E. Kings County Drive, Suite 102, Hanford, CA 93230
- b. Program Hours of Operation: Contractor will employ a program which follows the SAMHSA ACT Evidence-Based Practice Kit standard for providing staff availability 24/7, 365 days per year, where services are provided during times/place that are most convenient for the Partner. Office hours are Monday through Friday from 8:00 AM to 5:00 PM. Kings County ACT services will be provided on-site and in the field Monday through Friday 7:00 AM until 7:00 PM. and on weekends and holidays from 8:00 AM to 4:30 PM. Kings County ACT

team members will be available to provide crisis intervention 24 hours-per-day, 7 days-per-week through the on-call crisis coverage system

I. Contractor Deliverables

- a. Contractor shall comply with all reporting requests from the County.
- b. Contractor conduct quarterly SAMHSA ACT Fidelity Scale assessments and submit the findings to the County Adult System of Care Program Manger.
- c. Contractor shall adhere to the County's utilization and compliance review processes.
- d. Contractor shall designate a staff member to participate on the County Cultural Competency Committee (CCC).
- e. Contractor shall identify a suitable representative to attend regularly scheduled meetings, training sessions, or other meetings scheduled by the Director of Behavioral Health or his/her designee. Meetings shall include, but are not limited to monthly Adult System of Care Meetings, Weekly Multi-Disciplinary Team Meetings, Contract Monitoring Meetings, and Case Staffing.

EXHIBIT B-1
Mental Health Systems, Inc.
Kings County ACT FSP
September 1, 2018 - June 30, 2019
PROJECT COSTS

SALARIES AND BENEFITS COSTS

<i>Position</i>	<i>Annual (12-Month) Salary</i>	<i>% of FTE Dedicated to This Program</i>	<i>Start-Up Expenses</i>	<i>Ongoing Expenses</i>	<i>Total Proposed Budget</i>
Program Manager - License Eligible	\$83,200.00	100%	\$13,867.00	\$69,333.00	\$83,200.00
Clinical Supervisor - Licensed	\$76,960.00	100%	\$12,827.00	\$64,133.00	\$76,960.00
Registered Nurse/Wellness Coach	\$79,040.00	100%	\$13,173.00	\$65,867.00	\$79,040.00
Case Manager	\$43,680.00	100%	\$7,280.00	\$36,400.00	\$43,680.00
Dual Recovery Specialist	\$41,600.00	100%	\$6,933.00	\$34,667.00	\$41,600.00
Employment Specialist	\$41,600.00	100%	\$6,933.00	\$34,667.00	\$41,600.00
Peer/Family Support Specialist	\$37,440.00	100%	\$6,240.00	\$31,200.00	\$37,440.00
Housing Coordinator	\$49,920.00	100%	\$8,320.00	\$41,600.00	\$49,920.00
Office Manager	\$41,600.00	100%	\$6,933.00	\$34,667.00	\$41,600.00
Vice President of Clinical Services	\$104,000.00	10%	\$1,733.00	\$8,667.00	\$10,400.00
Vice President of Housing	\$101,296.00	4%	\$675.00	\$3,377.00	\$4,052.00
Program Analyst	\$65,000.00	7%	\$758.00	\$3,792.00	\$4,550.00
Interns (2 - 0.50 FTE)	\$0.00	100%			\$0.00
					\$0.00
Total Salaries			\$85,672.00	\$428,370.00	\$514,042.00
Payroll Taxes [6.2% Social Security Withholding + 1.45% Medicare Withholding] @ 7.65%			\$6,554.00	\$32,770.00	\$39,324.00
Retirement @ 8%			\$6,854.00	\$34,269.00	\$41,123.00
Health Insurance Expense @ 12.35%			\$10,581.00	\$52,903.00	\$63,484.00
Total Benefits @ 28% of Salaries			\$23,989.00	\$119,942.00	\$143,931.00
TOTAL SALARIES AND BENEFITS			\$109,661.00	\$548,312.00	\$657,973.00

OPERATING COSTS

Building Rent & Leases	\$7,250.00	\$36,250.00	\$43,500.00
Equipment Rent & Leases	\$440.00	\$2,200.00	\$2,640.00
Building Repairs/Maintenance	\$6,500.00	\$2,196.00	\$8,696.00
Equipment Repair/Maintenance	\$1,450.00	\$4,843.00	\$6,293.00
Telephone & Utilities	\$3,597.00	\$17,984.00	\$21,581.00
Supplies Minor Equipment	\$41,040.00	\$2,160.00	\$43,200.00
Office Supplies	\$2,750.00	\$7,061.00	\$9,811.00
Medical/Pharmaceutical Supplies		\$10,400.00	\$10,400.00
Other Supplies		\$10,000.00	\$10,000.00
Printing	\$1,100.00	\$1,000.00	\$2,100.00
Insurance		\$14,285.00	\$14,285.00
Consultants		\$2,500.00	\$2,500.00
Staff Development/Training		\$4,180.00	\$4,180.00
Accounting/Auditing/Legal Fees		\$200.00	\$200.00
Other Business Services	\$1,859.00	\$5,577.00	\$7,436.00
Travel		\$12,181.00	\$12,181.00
Client Transportation		\$15,000.00	\$15,000.00
Tax/License/Banking Fees		\$10,396.00	\$10,396.00
Common Ground	\$18,400.00	\$0.00	\$18,400.00
Interpreter Services		\$7,500.00	\$7,500.00
Client Needs		\$41,250.00	\$41,250.00
Client Housing Support		\$208,675.00	\$208,675.00
TOTAL OPERATING COSTS	\$84,386.00	\$415,838.00	\$500,224.00
TOTAL DIRECT COSTS	\$194,047.00	\$964,150.00	\$1,158,197.00
Indirect Costs @ 14.5%	28,137.00	139,802.00	167,939.00
TOTAL PROJECT COSTS	\$222,184.00	\$1,103,952.00	\$1,326,136.00
<u>OTHER REVENUE</u>			
Patient Insurance		1,000.00	1,000.00
Client Rent Revenue		10,000.00	10,000.00
TOTAL OTHER REVENUE	-	11,000.00	11,000.00
NET PROJECT COSTS	222,184.00	1,092,952.00	1,315,136.00

EXHIBIT B-2
Mental Health Systems, Inc.
 July 1, 2019 - June 30, 2020
PROJECT COSTS

SALARIES AND BENEFITS COSTS

<i>Position</i>	<i>Annual (12-Month) Salary</i>	<i>% of FTE Dedicated to This Program</i>	<i>Total Proposed Budget</i>
Program Manager - License Eligible	\$85,696.00	100%	\$85,696.00
Clinical Supervisor - Licensed	\$79,268.80	100%	\$79,269.00
Registered Nurse/Wellness Coach	\$81,411.20	100%	\$81,411.00
Case Manager	\$44,990.40	100%	\$44,990.00
Dual Recovery Specialist	\$42,848.00	100%	\$42,848.00
Employment Specialist	\$42,848.00	100%	\$42,848.00
Peer/Family Support Specialist	\$38,563.20	100%	\$38,563.00
Housing Coordinator	\$51,417.60	100%	\$51,418.00
Office Manager	\$42,848.00	100%	\$42,848.00
Vice President of Clinical Services	\$107,120.00	10%	\$10,712.00
Vice President of Housing	\$104,332.80	4%	\$4,173.00
Program Analyst	\$66,955.20	7%	\$4,687.00
Interns (2 - 0.50 FTE)	\$0.00	100%	\$0.00
			\$529,463.00
Payroll Taxes [6.2% Social Security Withholding + 1.45% Medicare Withholding] @ 7.65%			\$40,504.00
Retirement @ 8.0%			\$42,357.00
Health Insurance Expense @ 12.35%			\$65,389.00
Total Benefits @ 28% of Salaries			\$148,250.00
TOTAL SALARIES AND BENEFITS			\$677,713.00

OPERATING COSTS

Building Rent & Leases	\$44,670.00
Equipment Rent & Leases	\$2,640.00
Building Repairs/Maintenance	\$2,196.00
Equipment Repair/Maintenance	\$4,843.00
Telephone & Utilities	\$21,581.00
Supplies Minor Equipment	\$6,150.00
Office Supplies	\$9,061.00
Medical/Pharmaceutical Supplies	\$12,000.00
Other Supplies	\$10,000.00
Printing	\$1,000.00
Insurance	\$14,440.00
Consultants	\$2,500.00
Staff Development/Training	\$4,180.00
Accounting/Auditing/Legal Fees	\$200.00
Other Business Services	\$6,077.00
Travel	\$12,181.00
Client Transportation	\$20,000.00
Tax/License/Banking Fees	\$10,996.00
Common Ground	\$0.00
Interpreter Services	\$7,500.00
Client Needs	\$41,250.00
Client Housing Support	\$247,019.00
TOTAL OPERATING COSTS	\$480,484.00

TOTAL DIRECT COSTS **\$1,158,197.00**

Indirect Costs @ 14.5% 167,939.00

TOTAL PROJECT COSTS **\$1,326,136.00**

OTHER REVENUE

Patient Insurance 1,000.00

Client Rent Revenue 10,000.00

TOTAL OTHER REVENUE **11,000.00**

NET PROJECT COSTS **1,315,136.00**

EXHIBIT B-3
Mental Health Systems, Inc.
Kings County ACT FSP
July 1, 2020 - June 30, 2021
PROJECT COSTS

SALARIES AND BENEFITS COSTS

<i>Position</i>	<i>Annual (12-Month) Salary</i>	<i>% of FTE Dedicated to This Program</i>	<i>Total Proposed Budget</i>
Program Manager - License Eligible	\$88,192.00	100%	\$88,192.00
Clinical Supervisor - Licensed	\$81,577.60	100%	\$81,578.00
Registered Nurse/Wellness Coach	\$83,782.40	100%	\$83,782.00
Case Manager	\$46,300.80	100%	\$46,301.00
Dual Recovery Specialist	\$44,096.00	100%	\$44,096.00
Employment Specialist	\$44,096.00	100%	\$44,096.00
Peer/Family Support Specialist	\$39,686.40	100%	\$39,686.00
Housing Coordinator	\$52,915.20	100%	\$52,915.00
Office Manager	\$44,096.00	100%	\$44,096.00
Vice President of Clinical Services	\$110,240.00	10%	\$11,024.00
Vice President of Housing	\$107,369.60	4%	\$4,295.00
Program Analyst	\$68,910.40	7%	\$4,824.00
Interns (2 - 0.50 FTE)	\$0.00	100%	\$0.00
			\$0.00
Total Salaries			\$544,885.00
Payroll Taxes [6.2% Social Security Withholding + 1.45% Medicare Withholding] @ 7.65%			\$41,684.00
Retirement @ 8.0%			\$43,591.00
Health Insurance Expense @ 12.35%			\$67,293.00
Total Benefits @ 28% of Salaries			\$152,568.00
TOTAL SALARIES AND BENEFITS			\$697,453.00

OPERATING COSTS

Building Rent & Leases	\$45,875.00
Equipment Rent & Leases	\$2,640.00
Building Repairs/Maintenance	\$2,196.00
Equipment Repair/Maintenance	\$4,843.00
Telephone & Utilities	\$21,581.00
Supplies Minor Equipment	\$6,150.00
Office Supplies	\$9,081.00
Medical/Pharmaceutical Supplies	\$12,000.00
Other Supplies	\$10,000.00
Printing	\$1,000.00
Insurance	\$14,704.00
Consultants	\$2,500.00
Staff Development/Training	\$4,180.00
Accounting/Auditing/Legal Fees	\$200.00
Other Business Services	\$6,077.00
Travel	\$12,181.00
Client Transportation	\$20,000.00
Tax/License/Banking Fees	\$11,010.00
Common Ground	\$0.00
Interpreter Services	\$7,500.00
Client Needs	\$41,250.00
Client Housing Support	\$247,183.00
TOTAL OPERATING COSTS	\$482,151.00

TOTAL DIRECT COSTS **\$1,179,604.00**

Indirect Costs @ 14.5% 171,043.00

TOTAL PROJECT COSTS **\$1,350,647.00**

OTHER REVENUE

Patient Insurance 1,000.00

Client Rent Revenue 10,000.00

TOTAL OTHER REVENUE **11,000.00**

NET PROJECT COSTS **1,339,647.00**

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

ASSURANCES AND CERTIFICATIONS

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

A. Contractor certifies and agrees that:

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

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

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

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

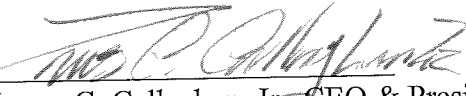
Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule"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

Drug-Free Workplace Government Code Section 8355

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

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

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

BY: 
James C. Callaghan, Jr., CEO & President
Mental Health Systems, Inc.

Behavioral Health County of Kings Branding Policy

Created August, 2009

Overview

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

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

Purpose

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

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

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

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

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

Benefits

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

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

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

HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

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

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

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

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

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

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

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

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

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

2) **Provision of Assertive Community Treatment Team ("ACT") Program Services.** Use and disclose PHI to provide ACT program services to County. ACT program services means the provision of services to adults and their natural supports as further defined in the Scope of Work, which is attached as Exhibit A to the Agreement who are consumers serviced through Business Associate.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

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

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

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

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

and

Kings County Behavioral Health
460 Kings County Drive, No. 101
Hanford, CA 93230

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

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

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

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

IV. **Obligations of County.**

County agrees to:

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

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

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business

Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

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

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

- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or
- 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

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

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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

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

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

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

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

II. **System Security Controls.**

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 28, 2018

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: RESPONSE TO GRAND JURY REPORT ENTITLED “KINGS COUNTY ELECTIONS”

SUMMARY:

Overview:

Pursuant to Section 933 of the California Penal Code, the response from your Board to the Grand Jury’s report entitled “Kings County Elections” has been prepared for your Board review.

Recommendation:

1. Authorize the Chairman to sign the response to the Kings County Grand Jury Report entitled Kings County Elections; and
2. Authorize the Clerk to the Board to submit the response to the Presiding Judge of the Superior Court on or before September 16, 2018.

Fiscal Impact:

BACKGROUND:

On June 18, 2018, the County received a copy of a Grand Jury Report, “Kings County Elections,” which requires a response from your Board. In order for a response to this report to be timely, your Board must issue it within 90 days, or by September 11, 2018. Attached is a proposed letter by staff for your review and approval.

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

KINGS COUNTY GOVERNMENT CENTER
1400 W. LACEY BOULEVARD, HANFORD, CA 93230

(559) 852-2362, FAX: (559) 585-8047

Web Site: <http://www.countyofkings.com>

JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, 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

August 28, 2018

The Honorable Donna Tarter
Presiding Judge
Kings County Superior Court
1640 Kings County Drive
Hanford, CA 93230

Re: Grand Jury Report: “Kings County Juvenile Center”

Dear Judge Tarter,

On behalf of the Board of Supervisors and in accordance with Section 933 of the California Penal Code, the following are the Board’s response to the Grand Jury Report entitled, “Kings County Elections” received by the County on February 27, 2018.

Under the Findings and Recommendations Section of the Report, the Grand Jury states:

Finding 1: The ballot counting machines are old and repairs are difficult and expensive.

While we agree that the ballot counting machines are old, as they were purchased from Sequoia Voting Systems, Inc. in 2005, we don’t agree that the repairs have been extraordinarily difficult or expensive for the County. Kings County is not the only county in California that still uses Sequoia Optech 400-C ballot counting machines. The following counties also have Sequoia Optech 400-C ballot counting machines, and will be using them in the upcoming November, 2018 election: Alameda – 10 units, Riverside – 16 units, San Bernardino – 14 units, San Francisco – 5 units, Santa Clara – 16 units, Santa Cruz – 2 units, Sutter – 2 units, Tulare – 2 units, Ventura – 6 units, and Yuba – 2 units.

Kings County contracts with Dominion Voting Systems, Inc. (the Contractor) for maintenance of the ballot counting machines. The County has for years purchased an annual extended Warranty/Preventative Maintenance (EW/PM) Plan from the Contractor that includes one EW/PM on site visit at \$7,000 per unit per year. This test is expected to be scheduled at least 30 days prior to requested test date. The Contractor will perform an annual inspection and will replace any and all parts that fail due to normal use. The technician will perform any necessary repairs encountered from the PM test and all parts are included. The Contractor has informed the County that it does have replacement parts and additional equipment that is compatible with the ballot counting machines.

If the County requires additional repairs outside the annual visit the County will be required to pay additional charges. Records indicate the County has not paid any additional charges for the ballot counting machines, and the following invoices are attached to this letter: invoice #'s DVS124978, DVS119565, DVS116664, and DVS113247.

Recommendation 1: The Grand Jury recommends the purchase or lease of new ballot counting machines to ensure election results in Kings County are not delayed or complicated by machine failure.

The Board agrees that the County will eventually replace the existing ballot counting machines once funding is available. The California State Budget Act of 2018 appropriated over \$134 million for the replacement of voting systems in all 58 counties. This allocation marks the first in over 15 years which has been much needed. On August 23, 2018, the county-by-county allocations for the voting systems upgrade funds were posted and Kings County's amount \$683,000, of which \$341,500 is the required match. The Board assumes that additional information will be released from the Secretary of State very soon, including, as assumed, details on how counties are to work with the Secretary of State in accessing and utilizing the funds.

Finding 2: A warehouse is being used to store unusable voting machines.

We agree with this finding, a County-owned warehouse is being used to store unusable voting machines.

Recommendation 1: Determine if the unusable voting machines can be destroyed or sold.

We concur, and will direct County Counsel to research legal options for disposing of unusable voting machines.

Sincerely,

Richard Valle, Chairman
Kings County Board of Supervisors

Cc: Grand Jury Foreperson, Richard E. Hoffmaster

Attachments