



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 October 30, 2018

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

Chairman: Richard Valle (District 2) **Staff:** Rebecca Campbell, County Administrative Officer
Vice Chairman: Joe Neves (District 1) 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.

- I 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Sylvia Gaston – 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** **SERVICE AWARDS**
Presentation of 2018 Service Awards to celebrate the dedicated service our employees from Assessor/Clerk-Recorder's Office, Behavioral Health, Child Support Services, District Attorney's Office, Fire Department and Public Health Department have provided to Kings County.
- IV 9:10 AM** **CONSENT CALENDAR**
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.
- A. Approval of the Minutes: October 23, 2018**
- B. Behavioral Health Department:**
Consider authorizing the Chairman to sign an Agreement with JDT Consultants, Inc. for Therapeutic Behavioral Health Services effective November 1, 2018 through June 30, 2019.
- C. Human Services Agency:**
Consider authorizing the Chairman to sign an Agreement with InTelegy Corporation for assessments and service redesign of Adult Services In-Home Supportive Services and Adult Protective Services and reporting and dashboard development for Benefits and Employment for Fiscal Year 2018-2019.
- D. Public Works:**
Consider authorizing the Public Works Director to sign a Request of Authorization for Additional Services on the Design Review Agreement for California High Speed Rail Project.

CONSENT CALENDAR CONTINUED

E. Sheriff's Office:

Consider authorizing the Chairman to sign the Quote and Purchase Addendum with Spillman Technologies for law enforcement software.

F. Administration:

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

V

REGULAR AGENDA ITEMS

9:15 AM A. Fire Department – Clay Smith

Consider authorizing the purchase of two 2018 Dodge Ram 2500 4x4 pickups from Hunter Dodge and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

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

Consider awarding the construction contract to Machado & Sons Construction, Inc. as the apparent low bidder for the Community Development Block Grant – Kings County Americans with Disabilities Act Transition Plan construction project, authorizing the Chairman to sign the Construction Agreement and authorizing the Public Works Director to approve additional costs up to 10% of the contract amount.

9:25 AM C. Administration – Rebecca Campbell

Consider authorizing the County Administrative Officer to sign a one-year Agreement through December 31, 2019 to retain Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County.

VI **9:30 AM D. Board Member Announcements or Reports**

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

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

VII **9:35 AM E. 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)]
- ◆ **Litigation initiated formally.** The title is: *Gina Gleason vs. Debra Bowen, et. al., Sacramento County Superior Court Case No. 34-2014-80001786* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Mary J. Venegas vs. Holly Andrade Blair, et. al., Kings County Superior Court Case No. 18C-0289, filed 9-26-2018* [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: County Counsel

CLOSED SESSION CONTINUED

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

Negotiator: Rebecca Campbell

- **General Association - CLOCEA**
- **Supervisors Association- CLOCEA**
- **Detention Deputies' Association**
- **Probation Officers' Association**
- **Firefighters' Association**
- **Prosecutors' Association**
- **Blue Collar - SEIU Local 521**
- **Unrepresented Management**

VIII

F. ADJOURNMENT

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

IX

G. COUNTY OFFICE HALLOWEEN DECORATING JUDGING

X 1:30 PM

H. HOUSING AUTHORITY BOARD OF COMMISSIONERS- SPECIAL MEETING

FUTURE MEETINGS AND EVENTS

October 31	3:00 PM	County Employee Halloween Costume judging contest
November 6	9:00 AM	Regular Meeting
November 6	11:00 AM	California Public Finance Authority Regular Meeting
November 12	--	Offices closed in observance of Veterans Day
November 13	--	Regular meeting cancelled in observance of Veterans Day – November 12, 2018
November 20	9:00 AM	Regular Meeting
November 20	11:00 AM	California Public Finance Authority 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 October 30, 2018

SUBMITTED BY: Human Resources – Leslie McCormick Wilson

SUBJECT: COUNTY SERVICE AWARDS PRESENTATION

SUMMARY:

Overview:

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

Recommendation:

Acknowledge employees that have completed various milestones of County Service.

Fiscal Impact:

The Adopted Fiscal Year 2018-2019 Budget includes \$26,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established in order to recognize publicly the length of quality service that employees have provided to the citizens of Kings County. At the end of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each eligible recipient receives a certificate indicating the number of years of service that have been completed. Each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash or a memento based on the years of qualifying service. At this meeting, employees from the following departments will be recognized:

Behavioral Health	Assessor/Clerk-Recorder's Office	Child Support Services
District Attorney's Office	Fire	Public Health

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.



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Action Summary October 23, 2018

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

Chairman:	Richard Valle	(District 2)	Staff:	Roger Bradley, Assistant 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.

- I B 1** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Tim Howard – Koinonia Church
PLEDGE OF ALLEGIANCE
MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, RICHARD FAGUNDES
MEMBERS ABSENT: DOUG VERBOON, CRAIG PEDERSEN
- II B 2** **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
None
- III B 3** **SERVICE AWARDS**
Presentation of 2018 Service Awards to celebrate the dedicated service our Information Technology, Job Training Office, Library, Probation, Public Guardian/Veteran Services and Public Works employees have provided to Kings County.
INFORMATION ONLY - NOA
- IV B 4** **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: October 16, 2018
B. Community Development Agency:
Consider finding that the Notices of Non-Renewals are categorically exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review and authorizing the Chairman to sign the Partial Non-Renewals for Land Conservation Contract Nos. 1785, 173, 74, 2008, 942, 1208 and Farmland Security Zone Contract No. 00023.

CONSENT CALENDAR CONTINUED

C. Human Services Agency:

Consider authorizing the Chairman to sign an Agreement with Kings View Counseling Services to fulfill necessary services and information sharing for the Whole Person Care Pilot Program from January 1, 2018 to December 31, 2020. [Agmt 18-102]

D. Public Works Department:

1. Consider accepting the dedication for In-Lieu Parcel Map 16-12 (Robert Tevendale and Leticia Escoto, Trustees of the Robert Tevendale Family Trust) into County maintained mileage and authorizing the Clerk of the Board to sign the acceptance on the map.
2. Consider adopting a Resolution authorizing the Director of Public Works to sign agreements and other documents transferring Rule 20A credits to the City of Solvang to complete their underground utility district project. [Reso 18-063]
3. Consider authorizing the Public Works Director to sign a Use Agreement with the University of California Regents for use of the Agriculture Building for a 4-H Program fundraiser.

E. Sheriff's Office:

Consider authorizing the Purchasing Manager to sign the purchase order with Tek84 Engineering Group, LLC for one body scanner to maintain security within the Kings County Jail.

ITEM PULLED BY DEPARTMENT

F. Administration:

Consider authorizing the County Administrative Officer to sign a felony criminal defense services Agreement with Tonya Lee, rescinding her misdemeanor contract through June 30, 2019 and authorizing the County Administrative Officer to sign the misdemeanor criminal defense services Agreement with Brett Barcellos through June 30, 2019.

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

V

REGULAR AGENDA ITEMS

B 5 A. Health Department – Ed Hill/Scott Waite

Report regarding actions taken by the First 5 Kings County Children and Families Commission at its October 9, 2018 meeting.

INFORMATION ONLY - NOA

B 6 B. Community Development Agency – Greg Gatzka/Kao Nou Yang

Receive a staff presentation regarding recommendations of the Kings County Agricultural Advisory Committee and consider providing direction to staff regarding any potential follow up actions.

INFORMATION ONLY – NOA

B 7 C. County Counsel – Colleen Carlson/Julianne Phillips

Consider authorizing the Chairman to sign a letter of opposition to the Semitropic Water Storage District Application with the State Water Resources Control Board to revoke the fully appropriated stream designation on the Kings River and appropriate floodwater to be stored in a Kettleman City reservoir for ultimate use in Kern County.

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

VI B8 & B 12 D. Board Member Announcements or Reports

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

Supervisor Neves stated that he attended the Think Pink Luncheon at the Hanford Civic Auditorium and attended the Avenal Fish Fry at Avenal Theater on October 16, 2018, attended the West Hills College Volleyball game on October 17, 2018, attended the CalViva meeting on October 18, 2018, attended the Kings County Farm Bureau 100 year celebration event at Tachi Palace, and the Lemoore High School football game on October 19, 2018. He stated that he attended the Sunrise breakfast and Hot Air Balloon liftoff at West Hills College Coalinga and the Lemoore High School Hall of Fame dinner on October 20, 2018.

Supervisor Fagundes stated that he attended the Kings Community Action Organization meeting and the Kings Commission on Aging Council meeting on October 18, 2018.

Supervisor Valle stated that he attended the Central Valley New Market Tax Credit Fund Advisory Board meeting in Fresno on October 18, 2018, and thanked the Probation Department for removing the graffiti at the new park in Home Garden so quickly.

- ◆ **Board Correspondence: Roger Bradley stated that the Board received a letter from Tulare Lake Basin Water Storage District regarding their concerns on the 2018 Regional Transportation plan. He stated that staff received a letter from the California Department of General Services stating that the Hanford Armory is excess property.**
- ◆ **Upcoming Events: Roger Bradley stated that the Links for Life Pink Passion Picnic fashion show will be held on October 24, 2018, Kings County Grand Jury Open House event on October 24, 2018, Kings County flu clinic in Hanford at Alma's Flea Market on October 25, 2018, Kings County Office Halloween decorating judging on October 30, 2018 after the Board meeting, Kings County Employee Halloween Costume contest on October 31, 2018, Kings Commission on Aging annual Trick or Treat parade on October 31, 2018 in Armona, UC Cooperative Extension 4-H Program annual barbecue fundraiser on November 1, 2018 at the Agriculture building, and Kings County Battle of the Badges blood drive on November 2, 2018 in the Administration building multipurpose room.**
- ◆ **Information on Future Agenda Items: Roger Bradley stated that the following items would be on a future agenda: Human Resources County Employee Service Awards, presentation of certificates to Leadership Academy participants, Master Fee Study Session, Kings County Association of Governments study session on the proposed Regional Active Transportation Plan, Human Services Agency agreements with Champions, Intellegy, CalFresh Employment and Training, Commission on Aging and Kings Community Action Organization, Fire Department amendment relating to the Kings County unlawful fire ordinance, Champions Agreements with Probation and Behavioral Health, State and Federal lobbyist contracts, and the SB 1022 Phase III jail project close out documents.**

VII B 9

E. PUBLIC HEARING

Community Development Agency- Greg Gatzka/Kao Nou Yang

Hold a Public Hearing and consider authorizing implementation of Section 51244(b), which allows for the 10% reduction in the Williamson Act and Farmland Security Zone Contract terms. If implementation of Section 51244(b) is adopted, consider the following actions:

- Determine that the State funded less than one-half of Kings County's actual forgone property tax revenues in the prior fiscal year (FY 2017/2018);
- State that landowners may choose to not participate in implementation of Section 51244(b) by serving a notice of non-renewal within 90 days of the date of notice of the opportunity to prevent the modification and reevaluation of contracts authorized by Section 51244(b) or before February 1, 2019;
- Amend the County's Land Conservation Act Program Procedures by extending the deadline for landowners to file notices of non-renewal for calendar year 2018 to February 1, 2019; and
- Adopt a Resolution authorizing the County to implement Section 51244(b).[Reso 18-062]

Supervisor Valle opened the public hearing, letters from Robert Vogel & Adam Livingston were read into the record and the public hearing was closed.

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

B 10

F. PUBLIC HEARING

**Administration – Rebecca Campbell/Roger Bradley
 California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for Simpson Arbor, L.P. for the Simpson Arbor Apartments project.

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

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

B 11

G. PUBLIC HEARING

**Administration – Rebecca Campbell/Roger Bradley
 California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for Baypoint Preparatory Academy project.

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

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

VIII B 13

H. ADJOURNMENT

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

IX 11:00 AM

I. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING

X 1:30 PM

J. HOUSING AUTHORITY BOARD OF COMMISSIONERS- MEETING CANCELLED

XI 2:00 PM

K. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY-MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

October 30	9:00 AM	Regular Meeting
October 30	T.B.D.	Judging for County Office Halloween Decoration Contest (After Meeting)
October 30	1:30 PM	Kings County Housing Authority Board of Directors Special Meeting
October 31	3:00 PM	County Employee Halloween Costume judging contest
November 6	9:00 AM	Regular Meeting
November 6	11:00 AM	California Public Finance Authority Regular Meeting
November 12	--	Offices closed in observance of Veterans Day
November 13	--	Regular meeting cancelled in observance of Veterans Day – November 12, 2018
November 20	9:00 AM	Regular Meeting
November 20	11:00 AM	California Public Finance Authority 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 October 30, 2018

SUBMITTED BY: Behavioral Health –Lisa Lewis/Katie Arnst
SUBJECT: AGREEMENT WITH JDT CONSULTANTS, INC. FOR THERAPEUTIC BEHAVIORAL SERVICES
SUMMARY:

Overview:

Behavioral Health is seeking approval to initiate an agreement with JDT Consultants, Inc. for the provision of Therapeutic Behavioral Health Services for children and youth in Kings County.

Recommendation:

Authorize the Chairman to sign the Agreement with JDT Consultants, Inc. for Therapeutic Behavioral Services effective November 1, 2018 through June 30, 2019.

Fiscal Impact:

There will be no additional cost to the County General Fund. This is a fee for service agreement up to \$356,331. Revenues and expenses are included in the adopted Fiscal Year 2018/2019 Budget, in Budget Unit 420000, titled Mental Health.

BACKGROUND:

Therapeutic Behavioral Services (TBS) is an Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health service. TBS is utilized as a short-term and intensive outpatient treatment intervention for individuals under the age of 21 who are experiencing a serious emotional disturbance(s) (SED), a stressful transition or life crisis, and would benefit from behavioral focused support services. TBS is not a stand alone treatment, it is intended to supplement ongoing specialty mental health services through working with children, their caregivers, and their current mental health treatment provider to maintain residential placement.

Kings View Behavioral Health (Kings View) was previously approved by the Kings County Behavioral Health

(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 JDT CONSULTANTS, INC. FOR THERAPEUTIC BEHAVIORAL SERVICES

October 30, 2018

Page 2 of 2

Department (Behavioral Health) to sub-contract TBS services. Kings View's current TBS contract with JDT Consultants, Inc. (JDT) expires on October 31, 2018. Behavioral Health is seeking approval to enter into an agreement with JDT in order to ensure continuity of care for children currently receiving services while Behavioral Health further assumes quality assurance oversight of mental health contractors. Through this agreement, the County anticipates authorizing services for up to 12 children or youth per month.

The Agreement has been reviewed and approved by County Counsel, and Purchasing has approved a sole source request for this agreement.

COUNTY OF KINGS

AGREEMENT FOR SERVICES BETWEEN THE COUNTY OF KINGS AND JDT CONSULTANTS INC.

THIS AGREEMENT is made and entered into as of the _____ day of October, 2018, by and between the County of Kings, through its Behavioral Health Department a political subdivision of the State of California (hereinafter "County") and JDT Consultants Inc., a California for-profit organization (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor offers a range of professional Therapeutic Behavioral Services (TBS), in compliance with Kings County Behavioral Health's Policies and Procedures, to Kings County Medi-Cal beneficiaries who meet the criteria to establish eligibility for TBS.

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

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** 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.

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 **\$356,331 annually**. 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, 2019.

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.

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. 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.

8. AMENDMENTS

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

9. 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.

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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 comply with all applicable confidentiality statutes and regulations, whether state or federal, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and shall execute and comply with the Business Associate Agreement attached as **Exhibit F**.

15. 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.

16. 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.

17. 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.

18. ADA COMPLIANCE

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

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

19. 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.

20. 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.

21. 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.

22. 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:
JDT CONSULTANTS, INC.
4205 WEST GARDEN DRIVE.
FRESNO CA, 93722

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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. ENTIRE AGREEMENT; 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 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.

30. AUTHORITY

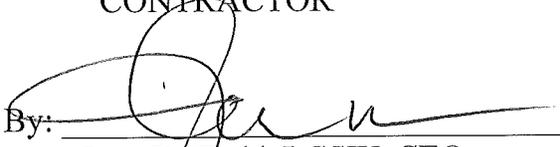
Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

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

COUNTY OF KINGS

CONTRACTOR

By: _____
Richard Valle, Chairman

By:  _____
Jana D. Todd, LCSW, CEO
JDT Consultants Inc.

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By: _____
Juliana F Gmur, Assistant County Counsel

- Exhibits/Attachments:
- Exhibit A:** Scope of Work
 - Exhibit B:** Fees
 - Exhibit C:** Kings County ADA Grievance Procedures
 - Exhibit D:** Assurances and Certifications
 - Exhibit E:** Branding
 - Exhibit F:** BAA/HIPAA

EXHIBIT A
JDT Consultants Inc.
SCOPE OF WORK
November 1, 2018 – June 30, 2019

Contractor shall provide Therapeutic Behavioral Services (TBS) to Kings County children/youth who are eligible for Medi-Cal, meet criteria for medical necessity, and are referred by Kings County Behavioral Health (KCBH). The program will be identified as TBS and individuals participating in TBS will be referred to as “clients.”

Description of the TBS Model

TBS is an intensive, one-to-one, face-to-face, short-term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful transition or life crisis and need additional, short-term, specific support services. These services shall be available to children with difficult behaviors who require one-on-one assistance and who may be at risk of psychiatric hospitalization. TBS is not a “stand alone” service, and is intended to supplement other specialty mental health services by addressing one to three behaviors that jeopardize the child’s ability to remain in his or her current home. The Contractor shall provide the client with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence at the lowest appropriate level. TBS services shall be provided in the client’s home and other environments where the client’s behaviors occur.

A. Kings County TBS Criteria

Eligible children/youth shall meet all of the following criteria:

- a. Be 21 years of age or younger
- b. Have full-scope Medi-Cal
- c. Be currently receiving mental health services from Kings County Behavioral Health (KCBH) or a contracted Mental Health Plan (MHP) agency
- d. Meet one of the following criteria:
 - i. Be residing in/being considered for a group home (Level 12 or above) facility
 - ii. Have had at least one emergency psychiatric hospitalization within the last 24 months
 - iii. Be at risk for a psychiatric hospitalization
 - iv. Be at risk for being removed from home placement

B. Authorization and Reauthorization

- All TBS referrals shall be reviewed and authorized by KCBH prior to services being rendered. Services provided without approval of the KCBH shall not be reimbursed.
- Services shall be approved by KCBH for either 30 or 60 days at a time, and are expected to produce the desired changes within a few months.
- Initial 30 day authorization shall include the TBS assessment and Plan of Care.
- Monthly reauthorization meetings between KCBH and the Contractor shall include the following:

- Client progress toward behaviors targeted in her/her Plan of Care in measurable terms. The current frequency and duration of behaviors will be compared to the prior authorization period.
- Behaviors by the client as well as precipitating events that are rendering their current placement at risk will be identified, and a specific intervention plan will be determined.
- Successful interventions in decreasing the client's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed.
- The strategies and effectiveness of involving the client's care provider during the previous authorization period will be discussed. Additional strategies for involving the client's care provider during the upcoming authorization period will be identified.
- The plan for titration and discontinuance of TBS in the upcoming authorization period will be determined.
- The days and hours of service will be identified.
- The next reauthorization date will be established.

C. Services

- Contractor shall be available to accept referrals from KCBH for TBS service delivery on a daily basis.
- Upon receipt of an authorized TBS referral, Contractor shall contact family within 24-48 hours of receiving referral.
- Contractor will make efforts to assess each child/youth referred within 1-3 working days.
- A TBS Assessment shall be completed within the first 10 days of service by a licensed/waivered staff person.
- The TBS Assessment shall establish Medical Necessity for TBS by evaluating the child/youth's current behavior (presenting problem/impairment) and documenting the following:
 - How the behavior causes a significant impairment in an important area of life functioning.
 - A reasonable probability of significant deterioration in an important area of life functioning without TBS services, or
 - A reasonable probability that the client would not progress developmentally as individually appropriate without TBS services.
- During the first 30 days of service services should range between 6-12 hours per week. If more hours are required, Contractor should contact with the KCBH's Children's System of Care Program Manager for authorization.
- Contractor shall match the client with a coach or coaches. The matching process between the client and coach(es) is an important component of the TBS model and shall take into consideration factors that include:
 - Cultural background
 - The client's and/or provider's primary language
 - Consumer age and gender

- The coach's experience and training in working with the client's target behaviors
- The client's disabilities or handicaps
- Known client and care provider needs, strengths, and family dynamics
- Contractor shall develop a Plan of Care for each client served, and include identification of the following:
 - Behaviors exhibited by the client that are rendering their current placement at risk, and the need of intervention
 - The precipitating event(s), frequency and duration of each target behavior
 - Days and hours of service, based on the client's needs
 - Specific interventions to be employed to address the target behaviors
 - Strategies for involving the client's care provider
 - The plan for titration and discontinuance of TBS services, as improvements occur
 - If applicable, a plan for transition to adult services when the beneficiary turns 21 years old and is no longer eligible for TBS
 - A Safety Plan, which will include the following:
 - Vital information for an anticipated crisis
 - Interventions to be undertaken by the a coach is not present with the client and caretaker
- Contractor will accept expedited referrals from KCBH. Contractor will contact family the same day the referral is received and schedule an assessment with 24-48 hours.

D. Progress Notes and Documentation

- Documentation is required each day that TBS is delivered. All direct service documentation shall be completed in accordance with KCBH's documentation guidelines.
- Progress notes shall include a comprehensive summary covering the time that services were provided, but need not document every minute of service time.
- Progress notes shall be co-signed by a licensed mental health professional (LMHP) if the TBS coach providing the service is not an LMHP.
- TBS Progress notes shall clearly and specifically document the following:
 - Whether there have been significant changes in the client's environment since the initial development of the TBS Plan of Care
 - Whether TBS provided to the client has not been effective and the client is not making progress toward identified goals
 - In this situation, there must be documented evidence in the chart and any additional information from the provider indicating that they have considered alternatives, and only requested additional hours/days for TBS based on the documented expectation that additional time will be effective.
 - Whether progress is being made in stabilizing the behaviors and/or symptoms by changing or eliminating maladaptive behaviors and increasing adaptive behaviors

E. Staffing

- Contractor agrees to provide adequate staffing for TBS services in Kings County as detailed in this Scope of Work.
- Contractor shall compose a staff that reflects the population being served, both culturally and linguistically.

F. Contractor Deliverables

- Contractor shall comply will all reporting requirements from KCBH.
- Contractor shall adhere to KCBH's utilization and compliance review processes.
- Contractor shall identify a suitable representative to attend regularly scheduled meetings or other meetings scheduled by the Director of Behavioral Health of his/her designee. Meetings may include, but are not limited to case staffings, child and family team meetings, and contract monitoring meetings.

G. Provider Grievance Procedure

- Contractor may appeal a denied, terminated, or modified request for services from KCBH. The written appeal shall be submitted to KCBH within thirty (30) calendar days of the postmark of the notification of the denial, termination, or modification. Send appeal to:

Kings County Behavioral Health
Managed Care Division
460 Kings County Drive, Suite 101
ATTN: Grievances/Appeals

EXHIBIT B**JDT Consultants Inc. TBS Services Budget****November 1, 2018-June 30, 2019**

County of Kings Agreement:					
Revenue/Service Descriptions				Vol/Units of Svs	Rate
TBS Services				158,369	2.25
Maximum Cost Per Unit					\$2.25
TOTAL PROJECTED COSTS					\$ 356,331.00

Budget Categories			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin.	Direct	Total
PERSONNEL SALARIES					
0001	TBS Supervisor (1)	100%		56,250.00	56,250.00
0002	TBS Coaches (4)	100%		150,000	150,000.00
0003	TBS Program Manager	10%	2,550.00		2,550.00
0004	TBS Administrative Assistant	10%	1,875.00		1,875.00
0005	TBS Medical Records Clerk	10%	1,875.00		1,875.00
0006	Full-Charge Bookkeeper	10%	2,550.00		2,550.00
0007	Chief Executive Officer	10%	6,000.00		6,000.00
0008					
SALARY TOTAL			\$ 14,850.00	\$ 206,250.00	\$ 224,100.00
PAYROLL TAXES					
0030	OASDI		753.00	12,690.00	13,443.00
0031	MEDICARE		284.00	4,250.00	4,534.00
0032	U.I.		14	241	255
PAYROLL TAX TOTAL			\$ 1,051.00	\$ 17,181.00	\$ 18,232.00
EMPLOYEE BENEFITS					
0040	Retirement				
0041	Health Insurance		954.00	6,187.00	7,141.00
0042	Life Insurance				
0043	Fringe Benefits - 15%		2,227.50	37,124.50	39,353.00
EMPLOYEE BENEFITS TOTAL			\$ 3,181.50	\$ 43,311.50	\$ 46,494.00
SALARY & BENEFITS GRAND TOTAL					\$ 288,826.00
FACILITY/EQUIPMENT EXPENSES					
1010	Rent/Lease Building				7,200.00
1030	Rent/Lease Equipment				
1050	Utilities				3,342.75
FACILITY/EQUIPMENT TOTAL					\$ 10,542.75

OPERATING EXPENSES:					
1060	Telephone	Land Lines and Cellular Phones			3,651.75
1061	Answering Services				0
1062	Postage				468.00
1070	Printing/Reproduction				534.00
1071	Publications				311.25
1072	Legal Notices/Advertising				2,250.00
1080	Office Supplies				4,125.00
1090	Household Supplies				0
1100	Medication Services				0.00
1120	Program Supplies -	Therapeutic Supplies			4,692.00
1122	Program Supplies -	Incentives, Graduations, Activities			5,335.50
1130	Transportation of Clients				385.50
1140	Staff Mileage				13,856.25
1141	Staff Travel (Out of County)				750.00
1150	Staff Training/Registration				5,362.50
1151	Lodging				0.00
1152	Other Operating Expenses (list)				
OPERATING EXPENSES TOTAL					\$ 41,721.75
FINANCIAL SERVICES EXPENSES:					
1160	Administrative Overhead				0.00
1161	External Audit				1,875.00
1170	Worker's Compensation Insurance				2,625.00
1171	Liability Insurance				2,862.00
1172	Insurance-	Auto & EPLI			1,690.50
1173	Other (list)	Sexual Molestation			788.25
FINANCIAL SERVICES TOTAL					\$ 9,840.75
SPECIAL EXPENSES (Consultant/Specialist):					
1180	Computer/Email Maintenance & Repair/Software/Encryption				4,650.00
1181	Interpreter Services				750.00
SPECIAL EXPENSE TOTAL					\$ 5,400.00
FIXED ASSETS:					
2000					
2001					
FIXED ASSETS TOTAL					
TOTAL PROJECTED EXPENSES					\$ 356,331.25

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:  _____

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 **JDT Consultants 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 October 30, 2018

SUBMITTED BY: Human Services Agency – Sanja Bugay/Elizabeth Gazarek

SUBJECT: AGREEMENT WITH THE INTELEGY CORPORATION FOR SERVICE ASSESSMENTS AND DASHBOARD DEVELOPMENT

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval of an agreement with InTelegy Corporation for service assessments and service redesign of Adult Services In-Home Supportive Services and Adult Protective Services, and the development of a dashboard and other service related enhancements for Benefits and Employment Services. The services provided under the proposed agreement will enable the Human Services Agency to meet its goals of excellent customer service and effective and efficient operations in the Social Services Division.

Recommendation:

Authorize the Chairman to sign an Agreement with InTelegy Corporation for service assessments and redesign of Adult Services In-Home Supportive Services and Adult Protective Services, and dashboard development for Benefits and Employment Services for Fiscal Year 2018-2019.

Fiscal Impact:

The total projected expenditure through Fiscal Year 2018-2019 is \$253,875. There is no increase in net County cost associated with this agreement for Fiscal Year 2018-2019. The maximum amount of the agreement (\$253,875) will be offset with federal and state revenues. Sufficient appropriations and revenues for this contract are included in the Adopted Human Services Agency's Fiscal Year 2018-2019 budget in Account 82223000.

(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 WITH THE INTELEGY CORPORATION FOR SERVICE ASSESSMENTS AND DASHBOARD DEVELOPMENT

October 30, 2018

Page 2 of 2

BACKGROUND:

On November 11, 2016, the Board approved an agreement with InTelegy Corporation (Board Agreement No. #16-130) for the redesign of the Service Center and Lobby to enhance customer experiences and improving service outcomes in the HSA. Specifically, InTelegy made great contributions to the Benefits & Employment Division, which improved State and Federal outcomes for timeliness and accuracy of services, improved accessibility, and increased utilization of online and phone services. There has been a reduction in the reliance of in-person service delivery, and wait times for all service channels have been improved, and HSA now has meaningful automated reporting that helps staff deployment be timelier and data informed.

The HSA is now requesting that the Social Services Division have the same level of redesign for its In-Home Supportive Services and Adult Protective Services programs, and is seeking opportunities to streamline service operations to improve staff efficiency and job satisfaction while providing improved services to customers and providers in this division.

The overarching goal of this new contract would be to: first, improve State and Federal outcomes for timeliness and accuracy of services and, second, improve access and increase utilization of online and phone services while reducing the reliance on in-person service delivery for the Social Services Division. The departmental goals also include continuing to increase meaningful and automated reporting so that staff deployment can be timelier and data informed. The scope of work for this agreement includes: an assessment of current processes and technology; leading the redesign; assisting with implementation; and follow up to ensure that new service delivery objectives are achieved.

InTelegy will also continue to give continued support to Benefit & Employment Services with the development of a dashboard and supportive reports to track and manage the newly revised customer service operations. The HSA is proposing to contract with InTelegy to develop a dashboard for the Social Services Division to support reports and help track and manage customer service operations using the same technique as is currently being accomplished with Benefits & Employment Services via its online dashboard. The dashboard is an executive level overview of the entire division, which shows productivity levels, caseloads, trend lines, customer/client interaction volumes, and process timeliness to assist executive staff in making data informed and supported decisions.

The InTelegy Corporation has worked with 14 different counties in the Central Valley and across the State to assist them in Eligibility and Social Service Center design and improvement. The HSA requests your Board's approval to utilize InTelegy services and expertise in Kings County's social services review, redesign, and implementation of service improvements.

The agreement has been reviewed and approved by County Counsel.

Purchasing has approved a Sole Source request for this project.

COUNTY OF KINGS PURCHASING DEPARTMENT
SOLE SOURCE JUSTIFICATION

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

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

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

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

Existing Equipment
Manufacturer/Model Number
Age
Current Estimated Value \$

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

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary.
This is a second contract with InTelegy Corp. Original Contract KC#16-130, which commenced on 11/8/2016, signed by Board 11/22/2016. See attached memo.

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

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

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

Signature 

Printed Name and Title
Elizabeth Gazarek, Program Specialist

Date
10-16-18

Purchasing Manager: Approved as written Rejected Signed 
Dan Willhite, Purchasing Manager 10/17/18



Sanja K. Bugay
Director

Human Services Agency

County of Kings - State of California

Child Welfare & Adult Services
Benefits & Employment Training Services
Adoption & Foster Home Licensing Services

DATE: October 16, 2018

TO: Dan Willhite, Purchasing Manager

FROM: Sanja K. Bugay, Director of Human Services Agency

SUBJECT: **JUSTIFICATION FOR AN AGREEMENT WITH INTELEGY CORPORATION**

This memo provides information and justification for an Agreement with InTelegy Corporation (InTelegy). The Human Services Agency (HSA) is requesting to enter into an Agreement with InTelegy for Adult Services In-Home Supportive Services (IHSS) and Adult Protective Services service assessment and Benefits and Employment Services Reporting and Dashboard Development. The HSA previously contracted with InTelegy (KC contract# 16-130) for assessment, design, and implementation of service center and lobby redesign to enhance current delivery systems, and to create a data dashboard for the Benefits and Eligibility Division.

InTelegy has knowledge of the interworking of various eligibility and social services systems, best practices from at least fourteen other California counties with which they have successfully worked to help improve outcomes and efficiency, and Kings County HSA specific knowledge due to the work they have already completed in Kings County. Research and understanding of the workings of the agency completed with the first contract laid the groundwork for this additional contract. InTelegy will help to provide in-depth analysis of our current processes and recommendations for opportunities for HSA to make improvements, changes and/or better utilize the technology we have available to improve our outcomes, service levels, and customer experience.

Kings County Human Services Agency is submitting this request to waive the competitive bidding process consistent with Kings County Purchasing Policy, Section V, B. Sole Source Procurement of Good and Personal Services to enter into an agreement with InTelegy for service delivery redesign. Due to InTelegy's unique experience with developing the strategy for client-friendly systems and cost effective plans as well as their previous work in Kings County, thus reducing the amount of research and process learning, HSA is requesting that InTelegy receive funding in the amount of \$253,875 for the assessment, design and implementation, and post launch support/ongoing operations. InTelegy is a California Multiple Award Schedule (CMAS).

The design outcome will be uniquely and specifically created for Kings County. InTelegy offers a unique knowledge base to ensure the plan developed is properly implemented. InTelegy staff will be onsite to provide project management, committee planning, staff training and consulting services in areas during and after implementation. All of these functions are labor and time intensive for any one of our current staff to undertake on their own, and with InTelegy's experience will move quicker and smoother through the process.

CMAS # 3-16-10-2150B

Tju

**AGREEMENT BETWEEN
COUNTY OF KINGS AND
INTELEGY CORPORATION**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2018, by and between the County of Kings, a political subdivision of the State of California (hereinafter, "County") and InTelegy Corporation, (hereinafter, "Contractor").

R E C I T A L S

WHEREAS, County desires to contract with Contractor for Adult Services In-Home Supportive Services (IHSS) and Adult Protective Services (APS) Assessment and Benefits and Employment Services-Reporting and Dashboard Development that will enable the Human Services Agency to meet their goals; and

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

NOW, THEREFORE, the County and Contractor 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

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

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

3. COMPENSATION

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

All funds provided under this Agreement must be completely expended June 30, 2019.

The parties acknowledge and agree that the County's obligation to make payments to Contractor is contingent upon receipt of funds from California Department of Social Services (CDSS). Both program activities and funding allocations are subject to immediate reduction or termination in the event of the reduction or termination of funding or authorization.

Payment for service provided under this Agreement provided between July 1, 2018, and June 30 2019, shall not exceed \$253,875 unless so amended in writing and approved by 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 **Exhibit B**. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

Payments will be made on a cost reimbursement basis. Contractor shall bill County for amounts equal to the actual costs incurred for allowable items, within thirty (30) calendar days following the end of the month in which services were delivered. Billing shall be submitted to County in a format specified by County and documented in such reasonable detail as the County's Auditor shall require to establish by documentation that the funds were expended for the intended purposes of this Agreement.

In order to ensure that FY2018/2019 expenditures are claimed to the 2018/2019 Child Welfare Services Allocation, the billing for the month of June Year must be received by County by June 16, 2019.

Contractor shall estimate costs as necessary through June 30, 2019. A final reconciliation of projected and actual costs due for the month of June Year shall be submitted to County by July 31, 2019, accompanied by a final invoice or check for overpayment, as is appropriate.

Upon receipt and approval of the monthly invoice, County shall remit to Contractor the amount of allowable reimbursement costs incurred in the performance of this Agreement. Such remittance shall be made to Contractor within thirty (30) calendar days after timely receipt of the expenditure and statistical reports for each preceding calendar month.

Final payment will be made upon receipt of the reconciled expenditure and statistical reports for the period ending June 30, 2019. **Final billing for all costs under this Agreement must be submitted before July 16, 2019.** Final payment may be held until any necessary termination audit is completed.

Contractor is responsible for the repayment of all audit exceptions resulting from audits performed by County; state of federal agencies related to this Agreement.

Invoices and audits shall be submitted electronically to:

HSA.Contracts@co.kings.ca.us

All Contractor costs shall be supported by properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

5. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect from July, 1, 2018, to June 30, 2019.

Work will not begin, or 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 the Department's representative.

6. CHANGES AND AMENDMENTS

Either party may request a change to this Agreement. The party requesting the amendment shall submit the request to amend the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual agreement in writing. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in signed, written amendments to this Agreement.

No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement.

Any proposed increase in a single line item which exceeds 10% of the original line item amount must be approved by the Director of the Human Services Agency or her designee. Any such Director approved modification shall not result in an increase in the total contract amount. If a total contract budget increase is requested, it must be approved the Board of Supervisors or County Purchasing Manager.

7. 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.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to

that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

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.

8. CLOSING OUT

Following termination, Contractor shall turn over to County all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

Contractor is responsible for County's receipt of a final claim for payment by completion of work. County shall promptly pay Contractor's final claim for payment providing Contractor has provided all obligations undertaken pursuant to this Agreement. If Contractor has failed to perform all such outstanding obligations, County shall withhold from Contractor's final claim for payment the amount of such services owed by Contractor.

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. INSURANCE

A. Insurance Amounts.

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 the County. Such Certificate shall be mailed as set forth under Notices. 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. \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury, and property damage. County and its officers, employees, and agents shall be endorsed to above policies as additional insured, using ISO form CG 2026, or an alternate form that is at least as broad as form CG 2026, 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 County.

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

B. Insurance Conditions.

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

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

11. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including

legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

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

12. 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.

13. COMPLIANCE WITH LAW

Contractor shall comply with the provisions set forth in **Exhibit C** of this Agreement which are made binding upon the County and shall also be binding upon the Contractor as though made applicable to the Contractor directly. Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation on the part of Contractor on such rules, regulations, requirements and directives.

14. CONFIDENTIALITY

Contractor shall not use confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall protect all confidential information and shall prevent its unauthorized disclosure. Confidential information shall include all information protected by California and Federal Law including but not limited to Welfare and Institution Code sections 10850 and 827. Contractor shall promptly transmit to County all requests for disclosure of information.

15. 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.

16. 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.

17. 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.

18. SINGLE AUDIT ACT

Contractor, as a vendor of State and Federal financial assistance, agrees to conduct an annual audit in accordance with the requirements of the Single Audit Act of 1984. Such audit shall be delivered to the County's Auditor-Controller and Human Services Agency (HSA) for review no later than December 31, 2019.

A. Failure to perform the requisite audit functions as required by this paragraph may result in County performing any necessary audit tasks or, at County's option, in County contracting with a public accountant to perform the audit, at Contractor's sole expense.

B. Audit Findings/Exceptions/Sanctions. Contractor is responsible for any and all audit findings, exceptions, and sanctions relative to Contractor's performance under this Agreement. Under no circumstances is the County responsible for these costs relative to this Agreement or any other agreement.

19. NONDISCRIMINATION

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

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

20. ADA COMPLIANCE

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

21. SUBCONTRACTOR AND ASSIGNMENT

Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement nor assign this Agreement or monies due the prior written consent of the departmental contract manger, department head or his or her designee and the County Administrative Officer subject to any required state or federal approval.

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

22. 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.

23. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence, or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk.

No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

24. 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:

Sanja K. Bugay, Director
Kings County Human Services Agency
1400 W. Lacey Blvd., Bldg. #8
Hanford, CA 93230
Phone No: (559) 582-3241, Ext. 2200

CONTRACTOR:

Vail Dutto, CEO
InTelegy Corporation
315 Tuscany Ct.
Danville, CA 94506
Phone No: (925) 736-8501

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.

25. 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.

26. 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.

27. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including all exhibits and recitals 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.

28. SEVERABILITY

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

29. AUTHORITY

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

30. WAIVER

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a continuing waiver of said breach or waiver of any future breach or violation.

31. NO THIRD PARTY BENEFICIARIES

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

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

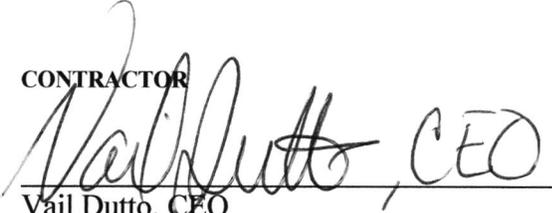
REVIEWED AND RECOMMENDED FOR APPROVAL:

COUNTY OF KINGS

Sanja K. Bugay, Director
Kings County Human Service Agency

Richard Valle, Chairman
Kings County Board of Supervisors

CONTRACTOR



Vail Dutto, CEO
InTelegy Corporation

ATTEST

Catherine Venturella
Clerk to the Board of Supervisor

APPROVED AS LEGAL FORM:
Colleen Carlson, County Counsel

APPROVED AS TO ACCOUNTING FORM:

Juliana F. Gmur, Assistant County Counsel

Raul Luna, Fiscal Analyst II
Kings County Human Services Agency

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Operating Budget

Exhibit C: Assurance of Compliance with County – Non Discrimination

EXHIBIT A

Scope of Work

I. Social Services

Adult Services Assessment and Redesign Project

Project Step	Projected Completion Date
Phase I Assessment and Plan	November 15, 2018
Phase II Design and Implement	June 30, 2019
IHSS and APS Process Redesign Training	June 30, 2019
Social Services Reporting and Dashboard Development	June 30, 2019

Phase I Assessment and Plan

- Review the current business processes and identify the desired client experience for IHSS Customer Service, Service Provider (Public Authority) services and Adult Protective Services. Review will include:
 - Customer Calls
 - Service Provider Calls
 - In-Person processes
 - Mail-in and Case Management processes
- Review current staff and management; define staffing requirements including job profiles and roles/responsibilities
- Review and estimate time requirements of phone staff, intake staff, and clerical staff to define organization structure and staff requirements by position
- Review current staff training needs to support process and service objectives
- Review current reports and report availability, set key performance metrics and reporting matrices
- Review the use of technology in the tracking of customer contact and case management include telephone technology, workload distribution and case management tracking.

Assessment and Plan Deliverable:

InTelegy's analysis and recommendations will be delivered in a detailed assessment PowerPoint presentation with back-up documentation. This document will include:

- Adult Services strategic objectives and measurable outcomes
- Review and approve high level process and client experience recommendations
 - Proposed Call Handling processes
 - Proposed Service processes
- Proposed technology enhancements
- Determine short term vs. long term initiatives
- Determine communications plans for staff, clients, CBO's, unions

PHASE II Design and Implementation

Following are anticipated committees will be assembled for the project:

1. Executive Oversight/ Steering

- Committee Members: Agency Director, Assistant Director, Staff Support Manager, Deputy Director Benefits Services, Deputy Director Administration

2. IHSS Business Process and Operations

- Committee Members: IHSS Supervisors (2), HS Office Supervisor (1); IHSS Intake Worker (1), IHSS Ongoing Worker (1)

3. APS Business Process and Operations

- Committee Members: APS Supervisor, HS Office Supervisor (1), APS Workers (3)

InTelegy Project Management

InTelegy Corporation will utilize the baseline project plan developed during the Assessment & Plan phase to start the project. InTelegy will provide project management support to the Social Services Division including:

- Coordinating monthly implementation meetings, ensure the project plan is updated and communicated to the Assistant Director, Program Manager and Unit Supervisors in all Adult Services areas.
- Maintain responsibility for consolidating and updating ongoing project plans to ensure timely completion of all related tasks.
- Follow up and escalate as necessary to ensure completion of tasks on time and on budget.

Kings County project team members will be responsible for confirming initial project plan dates and assignments and will then be expected to meet specific dates throughout the course of the project. Kings County project team members will be expected to be in attendance at all assigned meetings unless otherwise excused. Completion dates of all project plan items will be closely monitored by the InTelegy consultant and the Project Committee Leads.

IHSS and APS Process Redesign Training

Pre-launch process training for Supervisors, workers and clerical- Topics will include:

½ day training per class, max class size of 25 - assumes InTelegy delivers 2 classes, 1 day

- Introduction to the new service delivery model
- Service Center organization
- Day in the Life documentation by position
- Customer Experience, workflows, business process
- Customer Service skills
- Leading and Motivation for Supervisors
- Introduction to Managing with Metrics

Social Services Reporting and Dashboard Development

- Development of Child Welfare Services Dashboard through meeting with the Program Managers from Child Welfare and Adult Services and the Assistant Director of CWS to identify requirements for Executive Level and Management level reporting and dashboards. This development will include components from:
 - Child Protective Services
 - IHSS
 - Public Authority
 - Adult Protective Services
- InTelegy’s consultant will then create dashboards and train a Kings County staff member to continue dashboard creation ongoing.

II. Benefits Services Reporting and Dashboard

Project Step	Projected Completion Date
Benefits Service Reporting and Dashboard Development	February 28, 2019

InTelegy’s data and reporting consultant will continue the work started with the Executive Dashboard and expand this work to include:

- Further refinement of the Executive Dashboard-
 - Addition of the staffing and productivity tab
 - Further refinement of dashboard based on Executive input
- Development of operational area dashboards for Benefits Services through meetings with each operational area and the use of data from the Worker Productivity report and include monthly trends, analysis of staff attendance with productivity outcomes for:
 - Intake
 - Lobby Services
 - Ongoing Case Management
- Development of Employment Services dashboard through meeting with the Employment Services management team including Deputy Director of Human Services and Program Manager.

EXHIBIT B

Operating Budget-Not to Exceed

	Projected Timeline	
Phase I Assessment and Plan	September 1, 2018 - November 15, 2018	\$25,000
Phase II Design and Implement	Dec 1, 2018- June 30, 2019	\$80,325
IHSS and APS Process Redesign Training	March 1, 2019-June 30, 2019	\$3,500
Social Services Reporting and Dashboard Development	September 15, 2018- June 30, 2019	\$60,750
Benefits Service Reporting and Dashboard Development	July 1, 2018- February 28, 2019	\$69,300
Travel		\$15,000
Total- Not To Exceed		\$253,875

Exhibit C

Assurance Of Compliance with the Kings County Human Services Agency For Nondiscrimination In State and Federally Assisted Programs

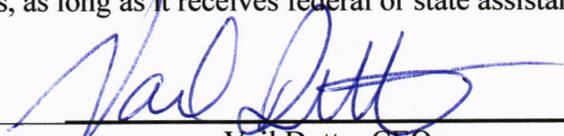
ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); the Food Stamp Act of 1977, and in particular section 272.6; (7 U.S.C. § 2012 *et seq.*); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 *et seq.*); Government Code Section 11135 *et seq.*; California Code of Regulations 22 CCR §§ 98000 - 98413; 24 CCR § 3105a(e); the Dymally-Alatorre Bilingual Services Act (Government Code § 7290 *et seq.*) and other applicable federal and state laws, as well as their implementing regulations. Contractor will ensure that employment practices and provision of services under this Agreement are nondiscriminatory, and that no person shall because of race, color, creed, national origin, ethnic group identification, political affiliation, religion, marital status, sex, sexual orientation, age, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination. Contractor shall immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.



Vail Dutto, CEO
InTelegy Corporation



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 30, 2018

SUBMITTED BY: Public Works – Kevin McAlister

SUBJECT: DESIGN REVIEW AGREEMENT FOR CALIFORNIA HIGH SPEED RAIL PROJECT – ADDITIONAL SERVICES

SUMMARY:

Overview:

Your Board approved an agreement with Zumwalt Hansen and Associates for design review services for the California High Speed Rail Project through Kings County. The costs associated with this review will exceed the amount originally estimated, and authorization for additional services is requested.

Recommendation:

Authorize the Public Works Director to sign a Request of Authorization for Additional Services on the Design Review Agreement for California High Speed Rail Project.

Fiscal Impact

There will be no impact to the General Fund. The \$50,000 expense will be paid out of the Road Fund, Budget Unit 311000, Account Number 82223000 (Supplies and Materials). Any past expenses not reimbursed by Dragados Flatiron Joint Venture were paid from this account as well.

BACKGROUND:

On May 10th, 2017 your Board approved an agreement with Zumwalt Hansen and Associates (ZHA) in the amount of \$149,030 for design review services for the High Speed Rail Project (HSR) in Kings County. Your Board also approved a reimbursement agreement with Dragados Flatiron Joint Venture (DFJV) for costs associated with the ZHA agreement. To date, we have paid ZHA \$139,726 and DFJV has reimbursed us for \$47,549. DFJV terminated their agreement with the County in August. While we have begun attempts to reinstate this agreement, we have so far been unsuccessful. In the meantime, ZHA and their sub consultant QK, continue to work on behalf of the County doing plan review and consulting on issues related to the HSR project, including the appeal to the California Public Utilities Commission. Staff recommends having ZHA continue to consult with the County on this project while options related to reimbursement is being explored.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 30, 2018

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: ADDENDUM TO THE AGREEMENT WITH SPILLMAN TECHNOLOGIES

SUMMARY:

Overview:

The King's County Sheriff's Office requests authorization for the Chairman of the Board of Supervisors to sign a Quote and Purchase Addendum with Spillman Technologies.

Recommendation:

Authorize the Chairman to sign the Quote and Purchase Addendum with Spillman Technologies for Law Enforcement software.

Fiscal Impact:

The total cost of \$14,360 is included in the Sheriff's Office Fiscal Year 18-19 Budget in Budget Unit 220000 and Account 82314170.

BACKGROUND:

In 2012, your Board approved the contract with Spillman Technologies (Spillman) for law enforcement software. The County has maintained the services of Spillman through this agreement for support and maintenance of the software system. The original server's operating system (OS) is Windows 2008, which has reached "end of life" and will no longer be supported by Spillman Technical Services. Kings County Information Technology has already built the new server that will house the data once migrated to IT by Spillman Technologies. The Quote and Purchase Addendum includes the Project Management, Installation and first-year of maintenance to perform the migration and upgrade the operating system. The one year of provided maintenance covers the work of the system migration, and basic system maintenance will continue as provided under the current agreement thereafter.

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.

Quote and Purchase Addendum

Quoted Date: October 03, 2018 Quote Number: 181003
Quote Expiration: January 31, 2019 Prepared By: Troy Archer

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman Technologies will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- GIS Server Migration
- Windows to Windows Server Migration

Package Quote

\$14,360.00

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 2nd-year maintenance will begin 12 months from production implementation.

2nd-year Maintenance Total: \$0.00

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman Technologies within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Kings County Sheriff's Office

Customer Name

Authorized Signature

Date

Print Name and Title



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 30, 2018

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: CLAIM FOR DAMAGES FOR MICHAEL VALDEZ

SUMMARY:

Overview:

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

Recommendation:

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

Fiscal Impact:

None with this action.

BACKGROUND:

On August 30, 2018, a claim for damages was filed by Michael Valdez claiming that Kings County law enforcement worked in cooperation with Hanford Police Department in retaliation for a previous lawsuit he had filed with both entities. He claims this led to him being targeted for law enforcement surveillance and activity which led to his arrest on June 20, 2018. Upon receipt of the Claim for Damages, the County Counsel's office investigated the allegations made by the Claimant and determined that pursuant to Government Code section 912.6, the Claim is without merit.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 30, 2018

SUBMITTED BY: Fire Department – Clay Smith

SUBJECT: PURCHASE OF NEW VEHICLES

SUMMARY:

Overview:

The Kings County Fire Department is seeking authorization to purchase two (2) 2018 Dodge Ram 2500 4x4 pickups and accessories to outfit the vehicles with contingency funds. These new vehicles will replace two (2) department staff vehicles.

Recommendation:

1. Authorize the purchase of two (2) 2018 Dodge Ram 2500 4x4 pickups from Hunter Dodge; and
2. Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer Form (4/5's vote required).

Fiscal Impact:

There will be no impact to the County General Fund. The purchase of the two (2) vehicles and accessories will reduce the Fire Department's contingencies by \$100,000. The current available balance is \$1,109,515.

BACKGROUND:

The Kings County Fire Department currently has two (2) 2010 pickups with over 100,000 miles that are driven daily for emergency operations. These two (2) pickups will be repurposed by the Fire Department as utility vehicles; the pickups will be used occasionally for non-emergency operations, which will reduce the anticipated amount of maintenance required and extend the lifespan of the vehicles, thus providing a cost savings.

(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

PURCHASE OF NEW VEHICLES

October 30, 2018

Page 2 of 2

Purchasing the 2018 model pickups will have less of a financial impact to the Fire Department as they are estimated to cost less in comparison to the 2019 model pickups with the annual market cost increases. Additionally, the purchase of new vehicles will provide a more reliable response for emergencies. The use of contingency funds to purchase the two (2) new pickups outright will result in additional cost savings by eliminating the need to finance the purchase.

Quotes were received from Hanford Chrysler, Jim Manning Dodge, Clovis Chrysler, and Hunter Dodge. Hanford Chrysler provided the County with a quote; however, it did not have any pickups in stock and the estimated build time is at least six months. The Fire Department is requesting authorization to purchase the two (2) pickups from Hunter Dodge since it provided the lowest quote for purchase. The Fire Department would like to use \$100,000 in contingency funds to purchase two (2) 2018 Dodge Ram 2500 4x4 pickups and accessories; the pickups will cost \$87,562 and the remaining funds will be used to purchase accessories to outfit the vehicles, such as camper shells and markings.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 30, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT – KINGS COUNTY
AMERICANS WITH DISABILITIES ACT TRANSITION PLAN
CONSTRUCTION PROJECT

SUMMARY:

Overview:

On September 25, 2018, your Board approved the project plans and specifications, and authorized advertisement of the Community Development Block Grant (CDBG) – Americans with Disabilities Act (ADA) Transition Plan construction project, which includes ADA improvements at various locations including the Kings County Government Center, and the unincorporated communities of Stratford, and Armona. On October 18, 2018, three (3) bids were opened, all of which were considered responsive and responsible. The low bid, in the amount of \$1,138,000, was submitted by Machado & Sons Construction, Inc.

Recommendation:

1. Award the construction contract to Machado & Sons Construction, Inc. as the apparent low bidder for the Community Development Block Grant – Kings County Americans with Disabilities Act Transition Plan construction project; and
2. Authorize the Chairman to sign the construction agreement; and
3. Authorize the Public Works Director to approve additional costs up to 10% of the contract amount.

Fiscal Impact:

This project will not impact the General Fund. CDBG funds will supply the \$1,138,000 to construct the improvements as shown in the adopted Fiscal Year 2018-2019 Budget Unit 311000, Account 82223135 (Supplies & Materials).

(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

COMMUNITY DEVELOPMENT BLOCK GRANT – KINGS COUNTY AMERICANS WITH DISABILITIES ACT TRANSITION PLAN CONSTRUCTION PROJECT

October 30, 2018

Page 2 of 2

BACKGROUND:

In December of 2016, Kings County was awarded a Community Development Block Grant from the State of California Department of Housing and Community Development in the amount of \$1,750,000, with the primary purpose of improving the sidewalks within the public Right of Way. The County will utilize this grant to make substantial progress towards constructing improvements recommended in the Kings County Americans with Disabilities Act Transition Plan. Public Works staff issued a Request for Qualifications (RFQ) on February 17, 2017 in accordance with CDBG Program guidelines for engineering design services. Mark Thomas & Company, Inc. was unanimously selected by the committee as being the most qualified based on the information provided in the RFQ response. Project design was completed in September of 2018, and staff estimates construction completion in February of 2019.

The three (3) bids were as follows:

1. Machado & Sons Construction, Inc.	\$1,138,000
2. Avison Construction, Inc.	\$1,286,000
3. Bush Engineering, Inc.	\$1,421,000

The construction agreement has been reviewed and approved to form by County Counsel, and was approved by your board as part of the project specifications.

****** NOTICE OF AWARD ******

Machado & Sons Construction, Inc.
1000 South Kilroy Road
Turlock, CA 95380

AWARD DATE: October 30, 2018

PROJECT DESCRIPTION: COMMUNITY DEVELOPMENT BLOCK GRANT – KINGS COUNTY AMERICANS WITH DISABILITIES ACT TRANSITION PLAN CONSTRUCTION PROJECT

The County of Kings has considered the BID submitted by you for the above described PROJECT in response to its Notice to Contractors and Instruction to Bidders.

You are hereby notified that your BID has been accepted for a total amount of \$1,138,000.

You are required by the Bid Proposal to execute the Agreement and furnish the required documents including the Contractor's Performance Bond, Payment Bond, Maintenance Bond, and Certificates of Insurance AND BEGIN WORK within ten (10) working days from the date of this Notice to you.

In furnishing the above documents, be advised that they must conform to the requirements set forth on the attached sheet titled "SPECIAL REQUIREMENTS."

If you fail to execute said Agreement and to furnish said Bonds within the required ten (10) working days, the County will be entitled to consider all your rights arising out of the County's acceptance of your BID to be abandoned and will declare a forfeiture of your BID BOND. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the County.

Dated this 30TH day of OCTOBER, 2018.

County of Kings, California

By: _____
Dominic Tyburski, P.E.
Chief Engineer
County of Kings Department of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____, this, the ____ day

of _____ 2018.

By: _____

Title:



SPECIAL REQUIREMENTS

1. Required Performance, Payment and Maintenance Bonds: The Performance, Payment and Maintenance Bonds shall be in the form prescribed and included in the Agreement. Bonds on any other form will not be accepted.

2. Insurance Certificate Cancellation Clause: The Insurance Certificate cancellation language shall read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, THE COUNTY OF KINGS."
3. Insurance Certificate Additional Insured: The Insurance Certificates shall contain a statement to the effect that the Certificated Holder is named Additional Insured and provide all necessary endorsement.
4. The original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and in behalf of the Owner.
5. A *certified copy* of the certificate of authority of the insurer issued by the California Insurance Commissioner. Contact Magnolia.Gutierrez@insurance.ca.gov, California Department of Insurance, Corporate Affairs Bureau, 45 Fremont Street, 24th Floor, San Francisco, CA 94105, (415) 538-4082.
6. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officer's certificate as defined in Corporations Code section 173.





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 30, 2018

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: AGREEMENT TO RETAIN FEDERAL LEGISLATIVE ADVOCATE

Overview:

Kings County has contracted for Legislative Advocacy at the federal level for the past ten years. To continue this relationship, a new one-year contract is proposed with the current consultant, Paragon Government Relations, Inc. (PGR), through December 31, 2019.

Recommendation:

Authorize the County Administrative Officer to sign a one-year Agreement through December 31, 2019 to retain Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County.

Fiscal Impact:

The annual cost of the Agreement is for an amount not to exceed \$86,508 (\$7,209 monthly) for the one-year contract period, January 1, 2019 through December 31, 2019. This is a decrease in cost of \$10,008 over the prior Agreement. The contract cost is reflected in the Fiscal Year 2018-2019 Adopted Budget for the CAO's Office (Budget Unit 111000). To date, the County has received earmarks totaling \$1.1 million as a result of the efforts of Paragon Government Relations, Inc.

BACKGROUND:

Kings County contracted with PGR beginning on January 1, 2007. At that time, PGR was known as Waterman & Associates. The name of the agency changed a few years ago due to the retirement of the Watermans. The existing ownership has decided it was time to rebrand itself. While the name of the organization has changed, the staff that will be working with the County remain the same as under the prior Agreement.

(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 TO RETAIN FEDERAL LEGISLATIVE ADVOCATE

October 30, 2018

Page 2 of 2

Paragon provides professional federal advocacy on behalf of Kings County, which includes representation of the County's interests before Congress and federal agencies. Since 2007, the County has been successful in its efforts to receive federal assistance totaling \$1.1 million. This money was for the State Route 198 Project, the Sheriff's Records Project, and Interoperability of Public Safety Radio Communications.

Among other issues, PGR advocates for County priorities covering Federal Assistance for the Water Treatment Project in Kettleman City, as well as advocating for proposed changes to the navigable waters of the US. In addition, the County continues to receive quarterly updates on multiple federal matters as they arise.

The County's presence at the federal level since 2007 has been significantly enhanced by services received from PGR. As a result, staff recommends continuing the current relationship for an additional year through December 31, 2019. In negotiating the new contract, PGR has agreed to a contact cost reduction in a total annual amount of \$10,008. This was in recognition of the longstanding partnership with the County and taking into consideration of the County's desire to control costs. Staff proposes that your Board approve the new agreement with PGR through December 31, 2019.

County Counsel has reviewed and approved the Agreement.

Purchasing has approved a sole source request for this contract.