



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 February 12, 2019

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

Chairman: Joe Neves (District 1) **Staff:** Rebecca Campbell, County Administrative Officer
Vice Chairman: Doug Verboon (District 3) David Prentice, Interim County Counsel
Board Members: Richard Valle (District 2) Melanie Curtis, Deputy Clerk of the Board
Craig Pedersen (District 4)
Richard Fagundes (District 5)

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

- I 8:30 AM HOUSING AUTHORITY BOARD OF COMMISSIONERS- SPECIAL MEETING**
- II 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – TBA
PLEDGE OF ALLEGIANCE
- III 9:00 AM UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- ADJOURN AS THE BOARD OF SUPERVISORS***
- IV 9:05 AM CONVENE AS THE BOARD OF EQUALIZATION**
Consider accepting a withdrawal on Application for Changed Assessment No. 18-012 filed by Wilson Family Revocable Trust.
- ADJOURN AS THE BOARD OF EQUALIZATION***
RECONVENE AS THE BOARD OF SUPERVISORS
- V 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: February 5, 2019**
- B. Sheriff's Office:**
Consider authorizing out of state travel from Sheriff David Robinson to attend the Western States Sheriff's Association Annual Training in Reno, Nevada on March 3-5, 2019.

- VI** **REGULAR AGENDA ITEMS**
- 9:15 AM** **A. Probation Department – Kelly Zuniga/Dan Luttrell**
1. Consider authorizing the Chairman to sign an Agreement with Champions Recovery Alternative Programs, Inc. to provide Day Reporting Center services for adult probationers (male and female) from July 1, 2018 through June 30, 2019.
 2. Consider authorizing the Chairman to sign an Agreement with Champions Recovery Alternative Programs, Inc. for the provision of residential substance use treatment and other rehabilitative services rendered from July 1, 2018 through June 30, 2019.
- VII** **STUDY SESSION**
- 9:20 AM** **B. Administration – Rebecca Campbell**
Update on a long-term plan for the reorganizations of the Elections Office.
- 9:30 AM** **C. Administration – Rebecca Campbell/Roger Bradley/Domingo Cruz**
Overview of the 2019 State and Federal Legislative Platform.
- VIII** **9:45 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
- IX** **PUBLIC HEARING**
- 10:00 AM** **E. Community Development Agency – Greg Gatzka/Kao Nou Yang**
Conduct a public hearing and consider adopting a Resolution that will accomplish the following:
- a) Find that the rescission and creation of the Land Conservation “Williamson Act” contract is categorically exempt from review under the California Environmental Quality Act (CEQA) Guidelines Section 15317.
 - b) Partially rescind Williamson Act Contract Number 1956 and simultaneously enter into a new Land Conservation Williamson Act Contract Number 2095 and authorize the Chairman to sign the contract on behalf of the County.
 - c) Make certain findings pertaining to California Government Code Section 51257.
 - d) Direct the Community Development Agency to complete the administrative requirements, recordings and make the required notices to property owners, County departments and State agencies.
- 10:00 AM** **F. 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 Trinity Classical Academy.

X 10:10 AM G. 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: *Gutierrez v. Kings County, Kings County Superior Court Case No. 17C-0111* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2)]
- ◆ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**
 Property: 501 E. Kings St., Avenal, CA (APNs 040-165-007, 040-165-011, 040-165-012)
 Negotiating Parties: Rebecca Campbell for County
 Under Negotiation: Terms and conditions of potential purchase.
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiator: Rebecca Campbell
 - **Detention Deputies' Association**
 - **Probation Officers' Association**
 - **Firefighters' Association**

XI H. ADJOURNMENT

The February 19, 2019 meeting has been cancelled due to the observance of President's Day on February 18, 2019. The next regularly scheduled meeting is scheduled for February 26, 2019, at 9:00 a.m.

XII 11:00 AM I. CALIFORNIA PUBLIC FINANCE AUTHORITY – REGULAR MEETING

FUTURE MEETINGS AND EVENTS

February 19	9:00 AM	Regular Meeting Cancelled due to observance of President's Day on February 18, 2019
February 26	9:00 AM	Regular Meeting
February 26	11:00 AM	California Public Finance Authority Regular Meeting
February 26	11:00 AM	California Community Housing Agency Regular Meeting
February 26	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
February 26	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
March 5	9:00 AM	Regular Meeting Cancelled
March 12	9:00 AM	Regular Meeting
March 12	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 EQUALIZATION

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

AGENDA ITEM

February 12, 2019

SUBMITTED BY: BOARD OF EQUALIZATION

SUBJECT: **Accept withdrawal on Application for Changed Assessment**

RECOMMENDED ACTION: Accept withdrawal on Application for Changed Assessment No. 18-012 filed by Wilson Family Revocable Trust

DISCUSSION:

The County Assessor recommends acceptance of the withdrawal as submitted by the applicant.

BOARD ACTION

I hereby certify that the above order was passed
and adopted on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board of Supervisors

cc: Assessor
County Counsel
Applicant

By _____



Kings County Board of Supervisors

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Action Summary

February 5, 2019

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

Chairman:	Joe Neves	(District 1)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Doug Verboon	(District 3)		David Prentice, Interim County Counsel
Board Members:	Richard Valle	(District 2)		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 B1

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Arthur Fox – New Hope Orthodox Presbyterian Church

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

II B2

UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.

Paula Massey, Kings County Black History Committee stated that the Black History event will be held on February 23, 2019 at the Hanford Civic Auditorium from 6:00 p.m. to 8:30 p.m. and stated that she has tickets available if anyone is interested. She also stated that Women With Visions Unlimited will hold a Black History free event on February 22, 2019 at the Hanford Civic Auditorium from 6:00 p.m. to 9:00 p.m.

Arthur Fox, Pastor for New Hope Orthodox Presbyterian Church shared information about New Hope Orthodox Presbyterian Church services and offered his services as a minister to the community.

ADJOURN AS THE BOARD OF SUPERVISORS

III B3

CONVENE AS THE BOARD OF EQUALIZATION

1. Consider accepting a stipulation on Application for Changed Assessment No. 17-014 filed by Robert John Lovi and Jeanne Frances Lovi Trust.

2. Consider accepting withdrawals on Applications for Changed Assessment No. 17-019 through 17-023 filed by Olam West Coast, Inc.

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

ADJOURN AS THE BOARD OF EQUALIZATION

RECONVENE AS THE BOARD OF SUPERVISORS

IV B4

CONSENT CALENDAR

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

A. Approval of the Minutes: January 29, 2019

B. Behavioral Health Department:

Consider authorizing the Chairman to sign an Agreement with Kings County Community Action Organization for mental health services for domestic violence survivors effective July 1, 2018 through June 30, 2020. [Agmt 19-007]

C. County Counsel:

Consider adopting a Resolution authorizing the Lemoore Union High School District to sell general obligation bonds directly. [Reso 19-010]

D. Job Training Office:

Consider authorizing the Chairman to sign an Agreement for reimbursement for training/seminars/public engagement/planning with Merced County and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required) [Agmt 19-008]

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

V

REGULAR AGENDA ITEMS

B5

A. Behavioral Health Department – Lisa Lewis/Katie Arnst

Consider authorizing the Chairman to sign a Memorandum of Understanding with Health Management Associates, Inc. to participate in the State Targeted Response to the Opioid Crisis Grant retroactive from October 1, 2018 through December 31, 2019 and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. [Agmt 19-009] (4/5 vote required)

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

B6

B. Human Resources Department – Leslie McCormick Wilson/Henie Ring/Carolyn Leist

1. Consider approving the Federal Tax Information Policy per the new requirements set forth in the Internal Revenue Service's Publication 1075.

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

2. Consider approving the revised job specification for Social Services Program Manager with no change in the salary.

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

B7

C. Human Services Agency – Sanja Bugay/Wendy Osikafo

Consider allocating a 1.0 full time equivalent Social Services Program Manager position to the Human Services Agency within Budget Unit 510000.

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

B8

D. Public Works Department – Kevin McAlister/Dominic Tyburski

Consider approving the plans and specifications for the Congestion Mitigation and Air Quality Program – Seal of Various Kings County Roadways project and authorizing the Public Works Department to advertise this project for construction.

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

VI B9

E. Board Member Announcements or Reports

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

Supervisor Pedersen stated that he attended an Executive Committee meeting of the California State Association of Counties in San Diego on January 30-31, 2019.

Supervisor Verboon stated that he attended Temperance Flat JPA meeting on January 30, 2019 and met with the Boswell Corporation regarding a possible ground water mining ordinance on February 1, 2019.

Supervisor Valle stated that he attended a Home Garden Community Association meeting on January 29, 2019 and will be attending the Corcoran Chamber of Commerce Banquet honoring the Man, Woman, Organization and Junior Citizen of the Year on February 6, 2019.

Supervisor Fagundes stated that he attended the Fire Department badge pinning ceremony on February 1, 2019 and the Hanford Rotary Crab Feed on February 2, 2019.

Supervisor Neves stated that he attended Kings Waste and Recycling Authority and South Fork Kings Technical Advisory Group meetings on January 30, 2019, attended the Fire Department badge pinning ceremony on February 1, 2019 and served as judge for the Kings County Academic Decathlon on February 2, 2019.

- ◆ **Board Correspondence** **Rebecca Campbell stated that she received a notice of decision letter from the Department of the Interior Bureau of Indian Affairs that they have accepted two parcels into trust for the Santa Rosa Rancheria.**
- ◆ **Upcoming Events** **Rebecca Campbell stated that the Black History Month celebration will be held on February 23, 2019 from 6:00 p.m. to 8:30 p.m. at the Civic Auditorium and that Youth and County Government Day will be held on March 19, 2019.**
- ◆ **Information on Future Agenda Items** **Rebecca Campbell stated that the following items would be on a future agenda: Administration study session regarding Elections, CalPFA TEFRA hearing, 2019 Legislative platform study session, Probation contracts with Champions, Administration notice of completion on the SB 1022 Jail Phase III project, and construction activities on the Juvenile center, Administration and Community Development award of contract for outreach services related to census 2020 and plans, specifications and advertising for the SB 81 Round Two Juvenile Remodel Project.**

VII

F. 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)]
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- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
Negotiator: Rebecca Campbell
 - **Detention Deputies' Association**
 - **Probation Officers' Association**
 - **Firefighters' Association**

REPORT OUT: The Board took no reportable action in closed session today.

VIII **G. ADJOURNMENT**
The next regularly scheduled meeting is scheduled for February 12, 2019, at 9:00 a.m.

IX 11:00 AM H. CALIFORNIA COMMUNITY HOUSING AGENCY – SPECIAL MEETING

<i>FUTURE MEETINGS AND EVENTS</i>		
February 12	9:00 AM	Regular Meeting
February 12	11:00 AM	California Public Finance Authority Regular Meeting
February 19	9:00 AM	Regular Meeting Cancelled due to observance of President’s Day on February 18, 2019
February 26	9:00 AM	Regular Meeting
February 26	11:00 AM	California Public Finance Authority Regular Meeting
February 26	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 12, 2019

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The Kings County Sheriff's Office is requesting approval for the out of state travel of Sheriff David Robinson to the Western States Sheriffs' Association Annual Training in Reno, Nevada from March 3-5, 2019.

Recommendation:

Authorize the out of state travel of Sheriff David Robinson to the Western States Sheriffs' Association Annual Training in Reno, Nevada from March 3-5, 2019.

Fiscal Impact:

The full cost of this training, not to exceed \$600, will be paid from the Sheriff's Office Fiscal Year 2018-2019 training budget under Budget Unit 220000.

BACKGROUND:

The mission of the Western States Sheriffs Association is to assist Sheriffs and their Offices with Federal and State legislative issues, address policy and procedural matters, develop guidelines to promote uniformity in matters that are important to Sheriffs of the Western United States and to work together to keep the Office of the Sheriff strong. The Western States Sheriffs Association is made up of Sheriffs in 16 states, who are elected officials and chief law enforcement officers. This year's Annual Conference will cover topics such as, critical issues in detentions and law enforcement applications to the 1st amendment. The Annual Conference is being hosted in Reno, Nevada.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

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 February 12, 2019

SUBMITTED BY: Probation Department – Kelly Zuniga/Dan Luttrell

SUBJECT: AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC. FOR THE DAY REPORTING CENTER

SUMMARY:

Overview:

The Kings County Probation Department is requesting to renew the Contract with Champions Recovery Alternative Programs, Inc. to provide Day Reporting Center (DRC) services for males and females supervised by the Probation Department.

Recommendation:

Authorize the Chairman to sign the agreement with Champions Recovery Alternative Programs, Inc. to provide Day Reporting Center services for adult probationers (male and female) from July 1, 2018 to June 30, 2019.

Fiscal Impact:

No impact to the County's General Fund. The total amount of the DRC budget is not to exceed \$350,000; which includes this contract, utilities, maintenance and other miscellaneous costs incurred from the opening and operation of the new DRC building. This amount is included in the Fiscal Year 2018-2019 Adopted Budget in SB 678 – Professional and Specialized Services (233200 – 82223000).

BACKGROUND:

The DRC is comprised of staff from Champions Recovery Alternative Programs, Inc., and the Probation Department. Day Reporting Centers are evidenced based programs which address criminogenic needs of offenders. DRC participants are chosen based upon their risk level as determined by the Probation Department; the department utilizes a validated risk assessment tool and services are provided to medium and high risk individuals.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PROFESSIONAL SERVICES AGREEMENT BETWEEN CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC. AND COUNTY OF KINGS FOR DAY REPORTING CENTER SERVICES

February 12, 2019

Page 2 of 2

Each participant reports to the Day Reporting Center five days a week; the level of services they receive are commensurate with their risk level. The participants of the program receive an assessment to determine their predominant needs and then participate in various in-house services. Some of the services offered at the DRC include: DRC orientation, a risk/needs assessment, an educational assessment, adult school, substance abuse treatment, 12-step education, anger management, individual and group therapy, job skills, life skills, a group addressing anti-social thinking, and assistance in obtaining a General Education Development (GED) certificate.

During the FY 2015-16, the DRC moved from downtown Hanford to Samuel's House; this was a temporary move pending the completion of the SB 1022 DRC building project. In September of 2018, the Probation Department occupied the DRC building and once this contract is signed, Champions will move into the building and begin providing DRC services. During FY 2017-18, the DRC served 134 participants, with 37% completing the program. However, since the program was co-located with Samuel's House, these numbers are skewed, since all participants were also attending residential treatment concurrently. These higher need individuals would not typically be appropriate for day reporting, since DRC attendance is usually reserved for the moderate to high risk re-entry population or as an intermediate sanction for someone under probation supervision. Upon the approval of this contract, the program will move back to the City of Hanford, near the Kings County Probation Department. The program will be far more accessible to clients in genuine need of the services provided. It is likely that the successful completion percentage will increase when the appropriate clients take part in the program.

The agreement has been reviewed and approved by County Counsel. Kings County Behavioral Health also reviewed the content of the programming to ensure compliance with the Mental Health Services Act.

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF KINGS AND CHAMPIONS
RECOVERY ALTERNATIVE PROGRAMS, INC., FOR THE PROVISION
OF DAY REPORTING CENTER SERVICES FOR PROBATIONERS
SUPERVISED BY THE KINGS COUNTY PROBATION DEPARTMENT

THIS AGREEMENT is made and entered into as of the 12th day of February, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Champions Recovery Alternative Programs, Inc., a California corporation licensed to conduct business within the State (hereinafter "Contractor").

RECITALS

WHEREAS, the County desires to contract with Contractor for the provision of substance use treatment and other rehabilitation services for probationers supervised by the Kings County Probation Department; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth herein. The parties understand and agree that the compensation amount set forth herein covers services rendered from July 1, 2018 to June 30, 2019.

It is further mutually understood and agreed that the County shall pay Contractor an amount not to exceed \$267,871 for all of the services actually provided under this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately upon written notice to Contractor.

Upon submission of an invoice by Contractor, and upon approval of County's representative, the 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.

4. TERM

This Agreement shall commence once fully executed and shall remain in full force and effect for through June 30, 2019, unless otherwise terminated in accordance with its terms. The parties understand and agree that, although this Agreement will commence once fully executed, it shall retroactively cover services provided by Contractor from July 1, 2018.

5. 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.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and the County's Board of Supervisors or other representative authorized by the County's Board of Supervisors.

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. If the

termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

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

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

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to Contractor's duties to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. 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 an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution 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. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) 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 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 Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). 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. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

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 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.

9. 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 is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor 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.

10. INDEPENDENT CONTRACTOR

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.

11. USE OF COUNTY FACILITIES TO PROVIDE SERVICES

Contractor shall provide services under this Agreement in a facility owned by the County; namely, the County's Day Reporting Center, located at 1520 Kings County Drive, Hanford. Contractor understands and agrees that its use of a County facility to provide services does not grant Contractor any possessory interest in the use of said facility or create an employment relationship between the County and Contractor's employees.

Moreover, Contractor understands and agrees that it shall be solely liable for any damages to the facility or its contents, to the extent those contents are County property. In the event any part of the facility becomes inoperable or damaged, Contractor shall contact the County's Public Works Department to make the necessary repairs. Contractor warrants that it shall not attempt to make repairs itself or through a third party, including, but not limited to, Contractor's employees or participants in the services being provided by Contractor.

12. INCORPORATION OF STATE AGREEMENTS

The facility in which Contractor shall provide services under this Agreement was constructed as part of the County's construction project as funded with lease revenue bonds under Senate Bill 1022 ("SB 1022"). Accordingly, this Agreement incorporates the applicable provisions of the lease of the Day Reporting Center by the State Public Works Board ("Board") to the California Department of Corrections and Rehabilitation ("Department") as outlined in the facility lease for the SB 1022 project, which funded the construction of this facility ("SB 1022 Facility Lease"). In addition, this Agreement incorporates applicable provisions of the sublease between the Department and the County for County's use of the Day Reporting Center as set forth in the facility sublease for the SB 1022 project ("SB 1022 Facility

Sublease”). Copies of said the SB 1022 Facility Lease and SB 1022 Facility Sublease are available upon request.

Specifically, as provided under Section 8(a)(1) of the SB 1022 Facility Sublease, this Agreement is subject to all the rights of the Board as set forth under the SB 1022 Facility Lease, including the Board’s right to re-enter and re-let the Day Reporting Center or terminate the Facility Lease upon a default by the Department. This Agreement is likewise subject to all rights of the Department under the SB 1022 Facility Sublease, including the Department’s right to re-enter and re-let the Day Reporting Center or terminate the SB 1022 Facility Sublease upon a default by the County.

13. COMPLIANCE WITH LAW

Contractor shall comply with any and all federal, state, and local laws and regulations applicable to its provision of services under this Agreement including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached hereto as **Exhibit B**.

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.

15. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial 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. 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, gender identity, 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.

17. SUBCONTRACTORS

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

18. ASSIGNMENT

Contractor shall not assign this Agreement 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.

19. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend or terminate this Agreement

20. 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.

21. NOTICES

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

COUNTY: KINGS COUNTY PROBATION DEPARTMENT

ATTN: DAN LUTTRELL
1424 FORUM DRIVE
HANFORD, CA 93230

CONTRACTOR: CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.
ATTN: REGINA BOERKAMP
700 NORTH IRWIN STREET
HANFORD, CA 93230

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent; e) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

22. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and 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.

23. 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.

24. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

25. 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.

26. 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 County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit C**.

27. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

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.

The parties agree that each party had had an opportunity to review this Agreement and consult with legal 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.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

28. AUTHORITY

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

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF KINGS

CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.

By: _____
Joe Neves, Chairman

By: _____
Regina Boerkamp, Interim Executive Director

Approved and Endorsements Received:

APPROVED AS TO FORM:
David Prentice, Interim County Counsel

Sande Huddleston, Risk Manager

By: _____
Carrie R. Woolley, Deputy

ATTEST:

Catherine Venturella, Clerk to the Board

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: HIPAA BAA

Exhibit C: Kings County ADA Grievance Procedures

Kings County Probation Department

&

Champions Alternative Recovery Programs, Inc. ('Champions')

Kings County Day Reporting Center (DRC)

SCOPE OF WORK

July 1, 2018 to June 30, 2019

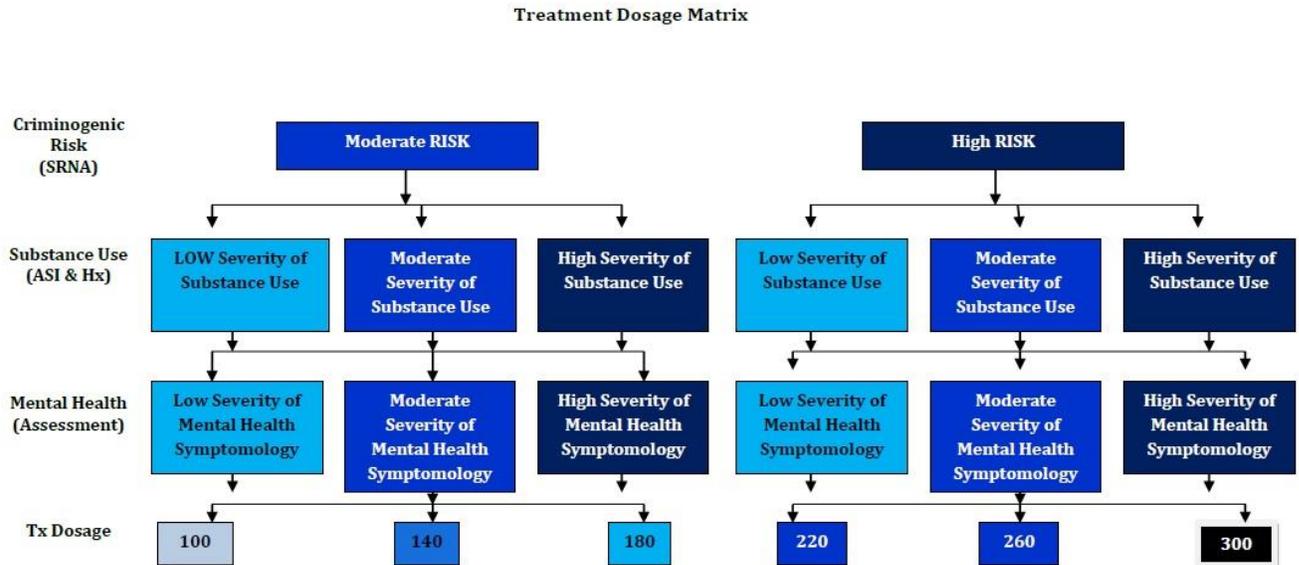
Overview: Champions Recovery Alternative Programs, Inc. ('Champions') is a non-profit agency, governed by a Board of Directors, with oversight by an Executive Director. Under the Executive Director, there are various program managers, Clinical Director, Director of Operations, clinical supervisors, clinicians, assistant program managers, therapists, administrative staff, a Medical Director, a Certified Public Accountant, substance use counselors, case managers, general facility monitors, clerical staff, and interns. Champions provides a wide array of behavioral health services, reentry services, and family programming. The mission of Champions is to "Put into order, disordered lives," focusing on the strengths and resiliency of clients to work collaboratively to rebuild broken lives, provide essential treatment and services to address robust and often complex behavioral health needs. Champions strives to create a chance for positive change in the lives of the clients and their families through trauma-informed, strength-based, innovative, and comprehensive delivery models.

Target Population: Champions will serve the referred Kings County adult probationers (males and females) within an identified Day Reporting Center (DRC) in Hanford, California (Kings County).

Proposed: Champions proposes a Kings County Day Reporting Center (DRC), which will serve the above-mentioned target population in a centralized location in a day treatment environment. This DRC will be inclusive of reentry planning for all referred adult's pre-release, inclusive of rapport building, priming services, and transition planning. All services will adhere to the Culturally and Linguistically Appropriate Service (CLAS) Standards, as well as Evidence-based programming in model and curriculum. The service model addresses the criminogenic risk factors and needs from a strength-based stance with consideration to trauma, cognition, behavior, and social determinants of health. DRC will operate Monday-Friday from 8am-6pm. DRC services would focus on those Moderate and High Risk offenders per the Kings County Probation Department evaluation.

Services Overview:

Champions will integrate the Risk, Need, Treatment, Integrity Model and the Dosage Matrix as follows:



The treatment dosage is in terms of total programmatic hours of core programming. Supplemental services do not count in the total (i.e., case management, referrals, linkages, assessments, intakes, and discharges). Core hours are group and individual psychoeducation, process, and therapeutic interventions. Duration of program is contingent on the dosage model above and will include an aftercare component of least restriction for approximately 30-90 days' post completion. Aftercare is dependent upon discharge recommendation and needs.

Champions will utilize the criminogenic scores provided by Kings County Probation, historical and collateral data, diagnostic findings, and any available collaborative information to generate treatment dosage and subsequent individualized treatment plans.

Treatment plans will be inclusive of:

Treatment Dosage	Basic Demographic information
Diagnoses	Medical Needs and Notes
Short & Long Term Goals & Objectives	Benchmarks
Drug Testing	Collaborative Referrals & Linkages
Programmatic Elements & Recommendations	Adverse Childhood Experience Scores (ACE)
Pre/Post assessment information & scores	Criminal Justice Based Information
Family (inclusive of CPS plans)	Educational/ Vocational/ Employment

DRC will begin with screening and assessment for mental health symptomology, criminogenic scoring, medical needs, social needs and supports, family dynamics, and record review.

Specifics of the program include:

1. Individualized Treatment Plan—addressed the treatment needs of the client, such as mental health, substance abuse, education, family needs, physical health needs, and other criminogenic domains. Treatment plans will be based on assessments, as well as collateral information and documentation. This is domain driven.
2. Intensive Case Management—including a Case Plan, which aligns with the Individualized Treatment Plan in order to ensure that clients receive guidance and monitoring of action steps towards goals.
 - a. Activation of benefits
 - b. Coordination of any external service providers
3. Community supervision per Probation Department—Adult Division.
 - a. Based on risk assessment/ needs
 - b. Coordination of Champions and Probation for the collaborative treatment of the client.
4. Mental Health Services—including group and individual therapeutic interventions as needed. As well as collaboration with existing providers. Services will address self-esteem, coping, mental health symptomology, trauma, and forensic relevant needs.
 - a. Diagnosis per the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM-5).
 - b. Address Offending conduct—such as victim empathy, cues and triggers, intergenerational cycles of violence and antisocial conduct
 - c. Cognitive Behavioral Therapy (CBT) and Dialectic Behavioral Therapy (DBT) as applicable, strength-based approaches, trauma-informed care (cognitive restructuring).
 - d. Trauma focused-CBT: trauma sensitive interventions with cognitive behavioral, family, and humanistic principles.
 - e. Coordination for Psychiatric and Psychopharmacological needs (including continuance of medication regimens)
 - f. CBT to address deviant thinking and antisocial behaviors.
 - g. Address victimization.
5. Substance Abuse Services—including group and individual alcohol/ drug treatment. Diagnosis adheres to the American Society of Addiction Medicine (ASAM). Such curriculums could include:
 - a. The Matrix Model -- provides a proven, evidence-based, flexible Intensive Outpatient Program (IOP) for alcohol and drug treatment. It uses cognitive-behavioral therapy (CBT), and motivational interviewing (MI) to teach patients to analyze events and change thoughts, behaviors, and lifestyle related to alcohol and other drug use.
 - b. Psychoeducational services will be provided to reinforce sobriety and external treatment:
 - i. Cues and triggers, 12 step reinforcement, relapse prevention plan, impact of substance use on health and life
 - ii. Urine Analysis
6. Reentry Planning—meeting with the client and screening/ assess pre-release from custody, providing priming services (psychoeducation about programming post-release), activation of

- benefits, assistance with potential placements, reentry plan developed, and development of treatment plan, should time permit.
7. Educational/ Vocational/ Employment Services—assist the client with completion of GED, enrollment into training programs and/ or school, develop employable skills.
 - a. Complete GED, if needed.
 - b. Educational planning for college/ vocational schools deemed appropriate.
 - c. Resume building, computer literacy, interview skills.
 - d. In partnership with local placement agencies and the job training offices work on placements for employability.
 8. Anger Management-utilizing the SAMHSA based Anger Management curriculum. Sessions range from 16-26 and will be determined by orders or need. Per SAMHSA's National Registry of Evidence-Based Programs and Practice (NREPP)
 9. The Change Companies (NREPP recognized intervention to reduce criminogenic needs)—The Courage to Change (cognitive-behavioral series which utilizes evidence-based strategies to assist those involved in the criminal justice system). Targets the supervision-model risk and needs domains.
 - a. Getting Started: Participation expectations during participation in reentry services.
 - b. Social Values: identifying values and the impact of those values on participants and others.
 - c. Responsible Thinking: Connecting thinking errors and becoming involved in the criminal justice system.
 - d. Self-Control: focusing on common feelings and addressing risks related to low self-esteem.
 - e. Peer Relationships: Centering on building and maintaining positive connections with peers.
 - f. Family Ties: Evaluating family relationships and the roles participants play in them.
 - g. Substance Use: evaluation of the impact substance use plays on their lives.
 - h. Seeking Employment: identifying education and training needed to reach employment goals.
 - i. Recreation & Leisure: providing an opportunity to explore how participants spend their free time.
 10. Thinking for a Change (T4C) is an integrated cognitive behavioral change program which is comprised of 25 lesson topics (NREPP and DOJ approved).
 - a. Introduction
 - b. Active Listening
 - c. Asking Questions
 - d. Giving Feedback
 - e. Knowing your feelings
 - f. Thinking Controls our behavior
 - g. Pay attention to our thinking
 - h. Recognize risk
 - i. Use new thinking
 - j. Thinking check-in
 - k. Understanding the feelings of others

- l. Making a compliant
 - m. Apologizing
 - n. Responding to anger
 - o. Negotiating
 - p. Problem solving
 - q. Stop and think
 - r. State the problem
 - s. Set a goal and gather information
 - t. Problem-solving practice skills
 - u. Choices and consequences
 - v. Make a plan
 - w. Do and evaluate
 - x. Next steps
11. Champions Nurturing Parenting Program (CNPP)—Nurturing Parenting Program curriculum for parents. This is a program recognized as evidence-based per the SAMHSA’s National Registry of Evidence-based Programs and Practices (NREPP) and is internationally recognized.
- a. All participants would complete a pre and post Adult Adolescent Parenting Inventory-2 (AAPI-2), which is an inventory that is designed to assess the parenting and child rearing attitudes of parents. The parenting and child rearing sub-scales include: 1) expectations of children, 2) parental empathy towards children’s needs, 3) use of corporal punishment, 4) parent-child roles, and 5) children’s power and independence. The AAPI-2 has been in use for over 30 years and is developed for consistency and reliability.
 - b. 16 to 26 sessions dependent on need and assessment.
 - c. Develop needed parenting skills, healthy communication skills in families, and address trauma and intergenerational cycles of maladaptive behavior.
 - d. Complies with parenting requirements of CWS plans.
12. Family engagement—the importance of a positive prosocial support system is imperative to support reentry and maintenance of treatment. Champions will engage as appropriate in the following:
- a. Family sessions
 - b. Assist family with activation of benefits and any other essential needs (i.e., utility programs, food pantry, etc.).
13. Coordination of housing services:
- a. Assist in securing placements as needed.
 - b. Assist in cleaning credit, financial planning, budgeting and finance.
 - c. Assist in linkages with housing focused agencies
14. Coordinate with recreational agencies to assist in providing linkages for clients and their family to engage in positive activities.
15. Coordinate community services opportunities to enhance positive feelings for positive actions within the community (importance of volunteerism).
16. Participation in weekly client reviews and staffing meetings, additional partnership meetings, and all requested presentations needed.
17. Outreach within the community to inform partners and stakeholders of services and seek data for quality assurance processes.

18. Provide monthly and as needed progress reports, attend court hearings as requested, and collaborative staffings as requested.
19. **Optional:** Provide Psychological Evaluations as needed and requested

Goals:

1. Provide DRC outlined services to 100% of probationers referred by Kings County Probation, inclusive of prevention, early intervention, interim, intervention, or referrals/ linkages.
2. Decrease recidivism among the target population, inclusive of new offenses.
3. Increase successful reentry and transition post-release for the target population.
4. Positive changes to dynamic Criminogenic Risk Factors:
 - a. Reduce symptomology within the target population related to substance use and/ or mental health symptomology.
 - b. Address family discord and trauma
 - c. Create positive peer support systems, remove antisocial peer contacts
 - d. Develop positive leisure and recreational behaviors and activities
 - e. Facilitate positive school/ vocational training attendance and compliance
 - f. Address antisocial cognitions and behaviors, replace with prosocial and community centered
5. Improve coping skills.
6. Adherence to program attendance requirements, participation in service, and terms and conditions of supervision.
7. Provide family sessions for the target population to address systemic trauma, reunification, communication, boundaries, and prosocial change within the unit.
8. Provide ancillary service and/ or linkages for all families of probationers referred into treatment.
9. Increase the overall health and wellness of the client, inclusive of relapse prevention.
10. Increase employability for all participants.
11. Increase public safety and compliance with terms and conditions of court/ probation.

Exhibit B
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. The County of Kings (“County”) wishes to, or may, disclose to Champions Recovery Alternative Programs, Inc. (“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, The Counseling and Psychotherapy Center, Inc. (“Contractor”) is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

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

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

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

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

2) ***Provision of Day Reporting Services.*** Use PHI to provide Day Reporting Services to individuals supervised by the Kings County Probation Department. Day Reporting Services means the provision of services as set forth in the Scope of Work, attached to the Agreement as Exhibit A.

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 of Kings
Administration
Attn: Rebecca Campbell, CAO – HIPAA compliance officer
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2589

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 K, Business Associate shall observe the following requirements:

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

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

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

VII. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

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

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

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

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

II. **System Security Controls.**

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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

Exhibit C

County of Kings

2019 ADA Self-Evaluation

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit C

County of Kings

2019 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 12, 2019

SUBMITTED BY: Probation Department – Kelly Zuniga/Dan Luttrell
Behavioral Health – Dr. Lisa Lewis/Katie Arnst/Unchong Perry

SUBJECT: AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE
PROGRAMS, INC. FOR PROVISION OF RESIDENTIAL SUBSTANCE USE
TREATMENT AND OTHER REHABILITATIVE SERVICES

SUMMARY:

Overview:

The Kings County Probation Department and the Kings County Behavioral Health Department are requesting the renewal of a Contract with Champions Recovery Alternative Programs, Inc. to provide residential substance use treatment and other rehabilitative services.

Recommendation:

Authorize the Chairman to sign an agreement with Champions Recovery Alternative Programs, Inc. for the provision of residential substance use treatment and other rehabilitative services rendered from July 1, 2018 to June 30, 2019.

Fiscal Impact:

No impact to the County's General Fund. The amount of the contract is not to exceed \$1,140,000, which is included in the Adopted Budget for Fiscal Year 2018-2019; \$520,000 from Probation through Budget Unit 233200 account 82223000, Professional and Specialty Services. The remaining \$620,000 of the contract is funded by Behavioral Health through Budget Unit 422100 account 82223000, Professional and Specialty Services.

BACKGROUND:

In April, 2015, Champions Recovery Alternatives Programs, Inc. expanded Samuel's House from a 12-bed to a 49-bed facility in Lemoore. The Probation Department supported the expansion by providing funds received from the 2011 Public Safety Realignment and SB 678 funds. The project was designed to house male offenders

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC. FOR PROVISION OF RESIDENTIAL SUBSTANCE USE TREATMENT AND OTHER REHABILITATIVE SERVICES

February 12, 2019

Page 2 of 2

with substance use disorders. The expansion assists in relieving jail overcrowding, reducing recidivism rates in Kings County and by providing much needed residential substance use disorder treatment for men in Kings County. Historically, Samuel's House has been funded by the Probation Department through Budget Units 233100 and 233200. However, for the upcoming fiscal year, over half of the budget will be funded through Behavioral Health.

Samuel's House offers temporary housing in conjunction with treatment focused on family reunification to help individuals reduce their substance use, criminal thinking, and associated behaviors. Participants receive services that are designed to help them abstain from alcohol and other drugs, while increasing structure and stability. During FY 2017-18, Samuel's House served 208 participants with 25% of those successfully completing the program. Currently, there are 37 residents in Samuel's House.

The agreement has been reviewed and approved by County Counsel and Behavioral Health.

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF KINGS AND CHAMPIONS
RECOVERY ALTERNATIVE PROGRAMS, INC. FOR THE
PROVISION OF RESIDENTIAL SUBSTANCE USE TREATMENT
AND OTHER REHABILITATIVE SERVICES**

THIS AGREEMENT is made and entered into as of the 12th day of February, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC., a California Corporation licensed to do business in California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, County desires to contract with Contractor for the provision of residential substance use treatment and other rehabilitation services as set forth in Exhibit A to this Agreement for individuals sentenced by the Court and supervised by the Kings County Probation Department; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in Exhibit A, which is attached to this Agreement and incorporated herein as if set forth in full.

2. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

D. Contractor affirms that it is able and willing to comply with the requirements of Exhibit B, Compliance Criteria, which is attached to this Agreement and incorporated herein as if set forth in full.

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 herein. It is mutually agreed that the County shall pay Contractor no more than a maximum amount of **\$1,140,000** for all services rendered under this Agreement. The parties understand and agree this compensation retroactively covers services rendered from July 1, 2018.

4. METHOD OF PAYMENT

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

5. TIME

Time for performance of this Agreement is of the essence.

6. TIME OF PERFORMANCE

This Agreement shall cover services rendered from July 1, 2018 through June 30, 2019, unless otherwise terminated by the parties in accordance with its terms.

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

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

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

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

8. RECORDS AND INSPECTIONS.

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

9. AMENDMENTS

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

10. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement

without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

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

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

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

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

11. INSURANCE

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

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance

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

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

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

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

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

12. INDEMNIFICATION

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

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

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

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

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

13. INDEPENDENT CONTRACTOR

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

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

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

14. COMPLIANCE WITH LAW

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

15. CONFIDENTIALITY

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

16. CONFLICT OF INTEREST

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

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

17. DRUG FREE WORKPLACE

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

18. HEALTH AND SAFETY STANDARDS

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

19. NONDISCRIMINATION

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

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

20. ADA COMPLIANCE

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

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

21. SUBCONTRACTORS

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

22. ASSIGNMENT

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

23. UNFORESEEN CIRCUMSTANCES

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

24. OWNERSHIP OF DOCUMENTS

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

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

25. NOTICE

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

**COUNTY: KINGS COUNTY PROBATION DEPARTMENT
ATTN: DAN LUTTRELL
1424 FORUM DRIVE
HANFORD, CA 93230**

**CONTRACTOR: CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.
ATTN: REGINA BOERKAMP
700 NORTH IRWIN STREET
HANFORD, CA 93230**

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

26. NONRENEWAL

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

27. CHOICE OF LAW

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

28. SEVERABILITY

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

29. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 8 Records and Inspections, Section 11 Insurance, Section 12 Indemnification, and Section 15 Confidentiality.

30. MATTERS TO BE DISREGARDED

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

31. NO THIRD PARTY BENEFICIARIES.

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

32. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

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

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

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

33. AUTHORITY

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

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

COUNTY OF KINGS

CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC

By: _____
Joe Neves, Chairman

By: _____
Regina Boerkamp, Interim Executive Director

ATTEST:

APPROVED AS TO FORM:
David Prentice, Interim County Counsel

Catherine Venturella, Clerk to the Board

Carrie R. Woolley, Deputy

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Compliance Criteria
- Exhibit C:** ADA Grievance Procedure
- Exhibit D:** HIPAA Business Associate Agreement

COUNTY OF KINGS

&

Champions Alternative Recovery Programs, Inc.

Samuel's House

SCOPE OF WORK

July 1, 2018 to June 30, 2019

Champions Recovery Alternative Programs, Inc. ('Champions') is a non-profit agency, governed by a Board of Directors, with oversight by an Executive Director. Under the Executive Director, there are various program managers, Director of Operations, Clinical Director, Human Resources Director, clinical supervisors, clinicians, assistant program managers, therapists, administrative staff, a Medical Director, a Certified Public Accountant, substance use counselors, case managers, general facility monitors, clerical staff, and interns. Champions provides a wide array of behavioral health services, reentry services, and family programming. The mission of Champions is to "Put into order, disordered lives," focusing on the strengths and resiliency of clients to work collaboratively to rebuild broken lives, provide essential treatment and services to address robust and often complex behavioral health needs. Champions strives to create a chance for positive change in the lives of the clients and their families through trauma-informed, strength-based, innovative, and comprehensive delivery models.

Samuel's House is a licensed residential treatment program for adult males, focused on the co-occurring symptomology and treatment. Samuel's House provides clinically managed residential services in a 24-hour living support environment by certified and licensed providers. Therapeutic and clinical services provided focus on behavioral health symptomology, relapse prevention, medication compliance, life skills, education and vocation, health and wellness, and specialized groups and classes per individualized client need. Parenting and community engagement classes are available for clients, in addition to employment and job readiness. Samuel's House is a child-friendly program, thus child visitation and opportunities are welcomed. Withdrawal Management is also available when deemed clinically necessary per ASAM inclusive of social model or medically monitored. Within Samuel's House the following ASAM levels of care are currently available: ASAM 3.1- Clinically Managed Low Intensity, ASAM 3.5-Clinically Managed High Intensity, and Withdrawal Management 3.2 Residential/ Inpatient Withdrawal Management. Samuel's House is currently licensed for residential treatment as well as Drug-Med-Cal approved.

1. All male defendants identified by the Kings County Probation Department (Probation Department) and/or Behavioral Health Department who are categorized as medium to high risk of re-offending, per the SRNA, shall be eligible for services through the Champions' Male Co-Occurring Residential Treatment Facility (SAMUEL'S HOUSE). SAMUEL'S HOUSE will be open to all clients deemed suitable by the Probation Department and/or Behavioral Health Department.
 - a. SAMUEL'S HOUSE services will focus on male defendants referred by the Probation Department and/or Behavioral Health Department who have been screened through the ASAM tool and or determined by Probation Department as likely to benefit from the interventions available through SAMUEL'S HOUSE.

- b. SAMUEL'S HOUSE and the Probation Department will staff low risk male and male defendants to determine if they are suitable for the services provided through the SAMUEL'S HOUSE.
 - c. Participants identified as Sex Offender Registrants pursuant to California Penal Code 290-290.023 shall be excluded from SAMUEL'S HOUSE program and instead linked to other available programs.
 - d. Serious/Violent offenders may be excluded from SAMUEL'S HOUSE program based upon the recentness of the offence and the nature of the current/prior offence, as a means to ensure the safety of SAMUEL'S HOUSE staff, partners, and other participants.
2. The Probation Department shall utilize SAMUEL'S HOUSE's referral packet, to refer defendants for SAMUEL'S HOUSE services, which will include a Release of Information, and SRNA Assessment along with the Probation Department's Pre-Sentencing Report as part of the defendant's referral for SAMUEL'S HOUSE services.
3. Probation Department shall utilize the SRNA to identify and screen potential SAMUEL'S HOUSE program participants and work collaboratively with Champions to ensure clients interventions align with the SRNA report.
4. The Behavioral Health Department will make referrals to Champions Outpatient for Screening and Assessment of individuals that are likely to benefit from SAMUEL'S HOUSE. Those who are assessed as needing residential treatment will be referred to SAMUEL'S HOUSE.
5. SAMUEL'S HOUSE shall serve up to 49 participants per day.
 - a. Each participant shall participate in SAMUEL'S HOUSE services for a minimum of 180 days and maximum of 365 days (which includes aftercare), dependent upon their sentencing to the program, unless otherwise Court ordered.
 - b. SAMUEL'S HOUSE shall be operational 24 hours per day, 7 days per week, including holidays,
6. SAMUEL'S HOUSE shall maintain a waiting list once all service slots are full. Upon discharge of one participant, SAMUEL'S HOUSE will enroll a new participant from the waiting list.
7. All SAMUEL'S HOUSE stakeholders will meet monthly to address issues of operation, program implementation and any other logistical needs.
8. The Probation Department, Behavioral Health and Champions/SAMUEL'S HOUSE, and all other partners shall meet weekly on site as part of a Multidisciplinary Treatment Team (MDTT) to address any participant's risk of recidivism or program progress.
9. SAMUEL'S HOUSE will provide integrated Forensic-based mental health services for all participants, which is inclusive of mental health screening, psychological assessment and testing, diagnosis, and application of criminogenic based mental health services. Linkage to psychiatric services will be facilitated and wrapped into overall mental health services.
10. Although every client receives individualized treatment based on mental health needs, substance use needs, risk level, the following are services available:
 - a. ASAM Level 3.1 residential treatment and ASAM Level 3.2 withdrawal management treatment services in a secure home-like secure and monitored setting, this is needed for those clients serving local custody time and those requiring higher intensity of treatment services.
 - b. Forensic Screening for mental health and/ or substance use needs
 - c. Forensic Evaluation, inclusive of psychological testing
 - d. Criminogenic based mental health services (Core Correctional Practices/ CBT)
 - e. Substance Use Treatment (individual & group)
 - f. Employability Services: interviewing, resume, computer literacy, dress, job search

Screening and assessment for substance use symptomology and treatment dosage are essential components of the American Society of Addiction Medicine (ASAM) system adopted by Champions. The ASAM criteria is a comprehensive set of guidelines for assessment, service planning, placement, continued stay and transfer/ discharge of patients with addiction and co-occurring conditions. Using the criteria as a guide to: 1) assist clients from assessment through treatment, 2) work with the client to determine goals, 3) help rank and rate the client's risks, using the criteria's multidimensional approach to determine where to focus treatment and services, and 4) determine intensity and frequency of service needed using the criteria's detailed guides to levels of care.

Champions specifically utilizes the *Matrix for Matching Adult Severity and Level of Function with Type and Intensity of Service* per American Society of Addiction Medicine (ASAM) and the *Diagnostic and Statistical Manual of Mental Disorders-5* (and IV-TR) to assess client symptomology, level of treatment dosage (level of care determined at screening with an ASAM screening tool), and diagnosis. Champions is currently utilizing the *Addiction Severity Index (ASI)* until the County approves an alternative instrument for assessing core domains of needs per ASAM. Assessments are conducted by either a Certified Substance Use Counselor or a Licensed Practitioner of the Healing Arts (LPHA). The Medical Director, LPHA, or a licensed physician must diagnose the client as having at least one DSM Substance-Related and Addictive Disorder, excluding Tobacco-Related Disorders and clients must meet Medical Necessity in order to be admitted into treatment. For outpatient and intensive outpatient clients will be reassess at least every 90 days. Residential clients will be reassessed at least every 30 days. Services are strength-based and focused on client individualized needs. Services are evidence based and include the following:

1. *The Matrix Model: Intensive Outpatient Alcohol & Drug Treatment Program*. Utilizes several modules within this curriculum as applicable to the client's needs.
2. *Living in Balance*. Incorporates the Twelve Steps and Cognitive Behavioral Learning principles. Utilizes several modules within this curriculum as applicable to the client's needs.
3. *Beyond Violence*. Addresses traumatization, victimization, and perpetration.
4. *Seeking Safety*. Present-focused counseling model to address trauma and substance use.
5. Early Recovery Skills
6. *Criminal & Addictive Thinking*. Identify maladaptive patterns, cues, and triggers and problem-solve solutions.
7. *Socialization*. Identifying prosocial opportunities for engagement.
8. *A New Direction: A Cognitive Behavioral Treatment*
9. *Family Ties*. Reparation of support systems and improvement of boundaries.
10. *Nurturing Parenting*. Parenting program for fathers.
11. Relapse Prevention
12. Case Management. Enrollment documentation, activation of benefits, linkages and referrals, and care coordination. More intensive case management, inclusive of psychoeducation: budgeting and finance, employability skills, health & wellness.
 - a. Critical component in assisting clients to achieve recovery goals, maintain recovery, and achieve recovery goals.
13. Client Review Team Meeting: all referring and involved partners, client, and staff can attend. Review client needs, progress, setting goals, and collaborative agreements.

14. Individual sessions.
15. *Managing Co-Occurring Disorders*. Change Companies program focused on co-occurring symptomology and coping skills.
16. *Thinking for a Change*. Changing cognitive responses to cues and triggers for antisocial behaviors. Identifying choices and consequences. Strengthening skills and decision making.
17. Recovery Support Services- following intensive levels of care discharge as deemed medically necessary. Inclusive of support to maintain recovery, peer to peer services, self-management support.
18. Health & Wellness-contagious illness content require by DHCS.
19. Treatment Planning
20. Assessment, Eligibility, and Screening.
21. Discharge and Transition Planning. Inclusive of step-up or step-down per ASAM.
22. Interim Services: psychoeducation regarding substance use, contagious illness, risk factors for health consequences of use, referrals, drug testing, linkages.
23. Urine Analysis & Alcohol BAC
24. Linkage to Medication Assisted Treatment (MAT) via partnerships with Aria Health Clinic and Adventist Health.
25. Outreach- inclusive of community based events and psychoeducation for community and partners.
26. Employability -linkages to employment training opportunities and/ or school, assistance in interview skill building, resume building, work experience, and employment attainment.
27. Budgeting & Finance- focused on budgeting skills, cleanup of negative credit history.
28. Anger Management. Addresses the underlying issues surrounding anger, anger management skills, and refocusing.
29. Exercise and other physical health activities-as appropriate.
30. Coordination of care and transportation for NTP services.
31. Coordination of transportation (combination of transportation service and transportation benefit).
32. Coordination of care for mental health services for clients with partner agencies for Serious Mental Illness within Kings County.
33. Coordination of care for physical health services with partnering health providers within Kings County.

EXHIBIT B

COMPLIANCE CRITERIA

A. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

In accordance with the Trafficking Victims Protection Act of 2000 Section 106 (g), the Behavioral Health Department will immediately terminate agreements with any provider that, engages in, or uses labor recruiters, brokers, or other agents who engage in any form of sex trafficking including the procurement of a commercial sex act and the use of forced labor or acts that directly support the trafficking of persons. All confirmed reports will also be referred to the appropriate law enforcement agency.

As part of the annual training requirements included in your contract, providers must include a Trafficking Victims education component. Trainings are available at the following link: <http://www.dhs.gov/blue-campaign/awareness-training>. A PowerPoint is also available at the following website: www.kcbh.org/KPN.

For more information on the Trafficking Victim Protection Act of 2000, please visit the following link: <http://www.state.gov/j/tip/laws/>

B. CHARITABLE CHOICE; NON DISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

The purpose of this policy is to provide processes and procedures to ensure adherence to the Alcohol and Drug Programs Department Bulletin 04-5 (http://www.dhcs.ca.gov/formsandpubs/ADPBulletins/ADP_Bulletins_2004/ADP_04-05_ADA_CHK.pdf) regarding Nondiscrimination and Institutional Safeguards for Religious Providers, Title 42 Code of Federal Regulations (CFR), Part 54. (<https://www.law.cornell.edu/cfr/text/42/part-54>)

To ensure compliance with Title 42 Code of Federal Regulations (CFR), Part 54, all Drug and Alcohol Services contracts shall include language prohibiting discrimination against individuals on the basis of religion.

In addition, religious organizations shall be equally eligible for receipt of contracts. Contracting religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the contractor's program, and contractors shall be required to notify clients of their rights prohibiting discrimination and to be referred to another program if they object to the religious nature of the program at intake. Adherence to this requirement will be monitored by the SUD Division through annual site visits to programs and through a review of client files.

Contractors shall not use funds for religious program content. This requirement will be included in the contract and will be monitored during annual site visits.

Referral information will be submitted to the State annually by the SUD Division. Contractors shall be required to report any referrals that were made due to the religious nature of the contractor's programs to the AOD Administrator or designee.

C. RECORD RETENTION POLICY & PROCEDURE

In accordance with W&I Code 14124.1 <http://leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=14001-15000&file=14100-14124.11> each provider, shall keep and maintain records of each such service rendered, the beneficiary or person to whom rendered, the date the service was rendered, and such additional information as the department may by regulation require. Records herein required to be kept and maintained shall be retained by the provider for a period of three years from the date from the date of the last face-to-face contact with the client.

D. ELECTRONIC SIGNATURE

If Contractor uses electronic medical records, the Contractor agrees to use a system that is consistent with federal and state requirements and those outlined in:

- DMH Letter No. 08-10
<http://www.dhcs.ca.gov/formsandpubs/MHArchiveLtrs/MH-Ltr08-10.pdf>
- PPL NO. 16-010
http://www.dhcs.ca.gov/formsandpubs/Documents/ACLSS%20PPLs/2016/PPL_16-010.pdf
- 42 CFR 438.242 <https://www.law.cornell.edu/cfr/text/42/438.242>

Access to SUD Electronic Health Record system (s) may only be granted by designated staff. Contractor must submit staff updates, including changes in roles or new or separated staff, to the SUD Administrator within 24 hours.

- SUD Contracted staff utilizing an Electronic Health Record System must sign and abide by the terms of the Kings County Behavioral Health SUD Electronic Signature Agreement
http://www.kcbh.org/uploads/2/6/2/9/26293851/electronic_signature.pdf
- Users of the EHR system must inform the AOD administrator in writing within 24 hours if they know or suspect that their signature has been compromised. The AOD administrator will inform the appropriate staff of the suspected issue for review.

- Access may be reinstated if a review finds that the compromised signature was not the fault of the signer, did not result in a breach of PHI, or was not a violation of the electronic signature agreement.
- To protect the integrity of the Electronic Signatures the AOD administrator or their designee will review user access on a regular basis and deactivate any accounts that have not been used within 90 days.

E. ACCESSIBILITY OF SERVICE REQUIREMENTS FOR PERSONS WITH DISABILITIES (PWD)

In accordance with ADP Bulletin 09-05, the County operated and subcontracted programs with Federal Expenditures receive training and technical assistance and comply with:

- [Americans with Disability Act \(ADA\)](#);
- [Section 504 of the Rehabilitation Act of 1973](#);
- [45 Code of Federal Regulations \(CFR\), Part 84](#), Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;
- [Title 24, California Code of Regulations \(CCR\), Part 2](#), Activities Receiving Federal Financial Assistance and;
- [Unruh Civil Rights Act California Civil Code \(CCC\) Sections 51 through 51.3](#) and all applicable laws related to services and access to services for persons with disabilities (PWD)

Compliance of to these requirements is required to ensure access to services for PWD. Services must be made available to all individuals with mobility, communication, or cognitive impairments as required by state and federal laws and regulations.

F. GRIEVANCE POLICIES

Contracted providers are expected to provide the best possible services to clients and must maintain a grievance procedure and policy.

- The policy must outline a process to encourage clients to express concerns or dissatisfaction with services.
- This policy and procedures must be distributed to each individual upon admission into the program. The Contracted provider should resolve issues quickly and

informally whenever possible and should be tracked internally and reviewed by the Contracted Provider's Quality Assurance committee/team.

- The grievance procedure and/or policy does not supersede [Title 22, Section 51341](#), Fair Hearing process. Clients shall be informed of their right to a fair hearing related to denial, involuntary discharge, or reduction in Drug Medi-Cal substance abuse services as it relates to their eligibility or benefits, pursuant to [Title 22, Section 50951](#).
- Clients' rights and confidentiality shall be protected at all stages of the informal complaint or formal grievance process.
- Clients will also be informed of their right to contact the ["Patient's Rights Advocate"](#) for assistance in resolving a complaint or grievance/appeal at the county level.

G. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

Contracted providers agree that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol pursuant to [HSC Section 11999-11999.3](#).

H. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

Contracted providers agree that no Substance Abuse and Prevention and Treatment (SAPT) Block grant funds made available through this contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

I. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

J. COUNSELOR CERTIFICATION

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.

K. DEBARMENT AND SUSPENSION

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

L. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

M. STATE AND FINANCIAL AUDITS

Upon an audit by the State of California or Federal Agency, contractor shall immediately notify the Alcohol and Drug Administrator and include the Alcohol and Drug Administrator in all correspondence, with auditing agency. Contractor will submit any Corrective Action Plans to the Alcohol and Drug Administrator for review and approval.

N. ADDITIONAL COMPLIANCE CRITERIA

1. California Welfare and Institutions Code, Division 5

2. California Health and Safety Code, Division 10 (where applicable) and Division 10.5
3. California Code of Regulations, Title 9 and 22
4. Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment & Rehabilitation Act of 1970, Pub.L. 91-616, 84 Stat. 1953, 42 U.S.C. s. 4582
5. Department of Health Care Services, Perinatal Treatment and Expansion Program Guidelines (when applicable)
6. Department of Health Care Services, Youth Treatment Program Guidelines (when applicable)
7. California Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Section 16366.1 et seq.; Federal Block Grants
8. California Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7, Section 53130 et seq.; Federal Mandated Audits of Block Grant Funds Allocated to Local Agencies
9. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart i, Section 300x-5 and 31, and Code of Regulations, Title 45, Section 96.135
10. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart ii, commencing at section 300x-24 relating to requirements for use of Federal funds regarding tuberculosis and HIV
11. United States Code, Title 20, section 6081 et seq.; Pro-Children Act of 1994
12. Code of Federal Regulations, Title 21, Part 1300 et seq.; Drug Enforcement Administration Requirements for Food and Drugs
13. State Administrative Manual, chapter 7200 (General Outline of Procedures), especially relating to the use of generally accepted accounting principles in an organization's fiscal structure and operations.
14. California Government Code, Title 2, Section 84309; restricts any public funds for political activities.
15. Public Law 110-161; Restricts any public funds for political activities
16. Department of Health Care Services Contract Requirements, located here <http://www.kcbh.org/uploads/2/6/2/9/26293851/20160829dhcs1617suds.pdf>
 - a. Exhibit A, Attachment I - Program Specifications
 - b. Exhibit D (F) - Special Terms and Conditions
 - c. Exhibit F - Privacy and Information Security Provisions
 - d. Exhibit F, Attachment I - Social Security Administration Agreement
 - e. Document 1F(a)
 - f. Document 1J-Appeal Process.
 - g. Document 1K-DATAR user Manual.doc
 - h. Document 1P-Alcohol and or Other Drug Program Certification Standards.pdf
 - i. Document 1V-Youth Treatment Guidelines.doc
 - j. Document 2A-Sobky v. Smoley, Judgment, Signed February 1, 1995.tif
 - k. Document 2C-Title 22, California Code of Regulations.doc
 - l. Document 2G-Drug Medi-Cal billing Manual.doc

- m. Document 2F(a)-Minimum Quality Drug Treatment Standards for DMC.Docx
- n. Document 2K-Multiple Billing Override Certification-MC6700 Form.pdf
- o. Document 2K-Multiple Billing Override Certification-MC6700 Instruct..pdf
- p. Document 2L(a)-Good Cause Certification(6065A) Form.pdf
- q. Document 2L(a)-Good Cause Certification (MC 6065A) Instructions.pdf
- r. Document2L(b)- Good Cause Certification-DHCS Form 6065B with instruct....doc
- s. Document 2L(b)-Good Cause Certification(6065B)Form.pdf
- t. Document 2L(b)-Good Cause Certification(6065B)Instructions.pdf
- u. Document 2P-County Certification-Cost Report Year-End Claim For Reimbursement.pdf
- v. Document 2P(a) Drug Medical Cost Report Forms
- w. Document 3H-Title9 CCR OAL-Counselor Cert.doc
- x. Document 3J-CalOMS Treatment Data Collection Guide.doc
- y. Document 3S- CalOMS Treatment Data Compliance Standards.doc
- z. Document 3T- Non Drug Medi-Cal and Drug Medi-cal Local Assistance Funding.doc
- aa. Document 3V- Culturally and Linguistically Appropriate Services(CLAS).doc
- bb. Document 4A-Drug Medi-Cal Claim Submission Certification-County Contract.pdf
- cc. Document 4B-Drug Medi-Cal Claim Submission Certification-County Operation.pdf
- dd. Document 4B-Drug Medi-Cal Claim Submission Certification-County Operation.docx
- ee. Document 4D-Drug Medi-Cal Certification for Federal Reimbursement(DHC).pdf
- ff. Document 4E-Treatment_standards-spring-2010.pdf
- gg. Document 4F-Drug Medi-Cal(DMC) Services Quarterly Claim for Reimbursement
- hh. Document 5A-Confidentialty Agreement.pdf

Exhibit C

County of Kings

2019 ADA Self-Evaluation

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit C

County of Kings

2019 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]

HIPAA Business Associate

I. Recitals.

A. This Agreement has been determined to create 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 **Champions Recovery Programs, 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 Residential Program Services at Samuels House.*** Use and disclose PHI to provide program services at Samuels House to individuals subject to the supervision of the County. Samuels House 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		Kings County Behavioral Health
County of Kings		460 Kings County Drive, No. 101
1400 W. Lacey Blvd.	and	Hanford, CA 93230
Hanford, CA 93230		

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

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

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

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

VII. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

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

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

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

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

II. **System Security Controls.**

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 12, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: STUDY SESSION – ELECTIONS REORGANIZATION

SUMMARY:

Overview:

On January 15, 2019, the Board took action to reorganize the Elections Division in the County and transfer responsibility from the Assessor/Clerk-Recorder to the County Administrative Officer.

Recommendation:

Hold a study session to receive an update on a long-term plan for the reorganization of the Elections Office.

Fiscal Impact:

None – study session only.

BACKGROUND:

On January 15, 2019 the Board of Supervisors adopted a Resolution that reorganized the Elections Division from the Assessor/Clerk-Recorder to the County Administrative Office (CAO) and designated the County Administrative Officer as the Registrar of Voters effective February 1, 2019 not to exceed 90 days. Direction was given to the CAO to convene a working group to establish a recommendation for a long-term plan. An update from the working group will be presented to the Board of Supervisors on that process.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

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 February 12, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Roger Bradley/Domingo Cruz

SUBJECT: STUDY SESSION – 2019 LEGISLATIVE PLATFORM UPDATE

SUMMARY:

Overview:

This study session will be centered on the 2019 Kings County State and Federal Legislative Platform. The Legislative Platform is a policy document, the purpose of which is to direct and guide the County's advocacy efforts at the State and federal levels. The draft 2019 Legislative Platform will be discussed with the Board, and is an update of the adopted Legislative Platform from 2018. The Legislative Platform focuses on several topics of local importance and influence to the County, the region, and the State.

Recommendation:

Information only. No formal action required.

Fiscal Impact:

None.

BACKGROUND:

Every year, Kings County prepares an update of its Legislative Advocacy program, known as the Legislative Platform. The Legislative Platform outlines the Board's work plan to advocate for various concerns of local significance to Kings County regarding legislative decision being made by the State of California and the federal government. In particular, it prioritizes local issues that are influenced by State and Federal actions. This document will be submitted to state and federal delegations, firms hired to represent the County's interests in Sacramento and Washington D.C., and advocacy associations such as the California State Association of Counties (CSAC) and the National Association of Counties (NACo), in which the County participates and collaborates to improve public and governmental services. The attached 2019 State and Federal Legislative Platform document is an update to the 2018 Legislative Platform and includes edits to address the current issues and interests of the County.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



LEGISLATIVE PLATFORM
State and Federal Priority Areas
Kings County Board of Supervisors

February 2019

Kings County
Board of Supervisors

Joe Neves.....District 1
Richard Valle.....District 2
Doug Verboon.....District 3
Craig Pedersen.....District 4
Richard Fagundes.....District 5

Rebecca Campbell
County Administrative Officer
1400 W. Lacey Blvd.
Hanford, CA

[https://www.countyofkings.com/departments/board-of-supervisors/legislative-
platform](https://www.countyofkings.com/departments/board-of-supervisors/legislative-platform)

Federal Legislative Advocates
Joe Krahn, Tom Joseph, Hasan Sarsour
Paragon Government Relations
Washington D.C., DC 20002
<http://paragonlobbying.com>

State Legislative Advocate
Michael Y. Corbett
Michael Y. Corbett & Associates
Sacramento, CA 95814

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2019 STATE LEGISLATIVE PRIORITIES Kings County, California

The Kings County Board of Supervisors has identified a number of priority areas for legislative action and monitoring in the current year. These topics have immediate and lasting impacts to the County, to the health and safety of our residents, and to a variety of constituents who are reliant upon local government's effectiveness and representation to yield best outcomes for the local, state, federal and global economies we influence.

- **High Speed Rail – High Priority**

Continue to work with the High Speed Rail Authority (HSRA) to construct and deploy all HSRA projects in Kings County. They are to be built to the highest safety standards in the transportation industry. Also, ensure all transportation modes work collectively to meet the needs of public transportation.

Support any bills that require financial accountability.

Support legislation which is designed to ensure that taxes and fees collected in the State Highway Account are used to repair the State's crumbling streets, highways and roads, and ensure that the taxes and fees collected are not used by the High Speed Rail Authority to pay off Proposition 1A bond debt.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Water- High Priority**

Find solutions for dealing with water shortages. California has the unfortunate characteristic of being prone to prolonged and severe droughts at any time, and farmers in Kings County routinely have to take steps to prepare for continued severe reduction in water during the summer months. In addition to having negative impacts to jobs and the food supply for this State and the Nation, for every crop dollar lost, \$3.50 will be lost in the economy. Kings County, with 87% of its land in agricultural use, ranks 9th in agricultural value among all counties in California, which is the number one agricultural producing state in the nation. Without increased water storage, the demands placed on our water resources will not be achieved for food and fiber, urbanized growth, energy needs, or habitat restoration. At present, an estimated 40% of Kings County's water use comes from groundwater. Because of Endangered Species Act-related court rulings and ongoing historic drought conditions, imported state water has become extremely limited in Kings County and groundwater levels are at historic lows. Implementation of the Sustainable Groundwater Management Act may further restrict access to groundwater in the future.

Much of the Kings County economy is based on agribusiness. Accordingly, when farmers are unable to obtain water to produce crops, laborers cannot find work. The result is that neither essential component of our County's workforce can conduct business and contribute to our local economy. Prolonging the planning or delaying the funding for water storage/reservoir/hydropower projects is counterproductive to the demands that population growth places upon our region, as well as our State. Bringing badly needed water to our communities is essential. Kings County supports efforts to enhance regional water supply reliability including increased surface water supply and the

implementation of additional conjunctive use projects, the County supports surface water storage projects.

The County will advocate for legislation that streamlines the permitting processes for storage projects. The County will continue to support regional efforts to construct the Temperance Flat Dam in the County's role as a member of the San Joaquin Valley Water Infrastructure Authority (SJVWIA). Kings County supports the recent efforts of members of the California Assembly to bring greater accountability to the California Water Commission Water Storage Investment Program and believes the recent under scoring of the public benefits of the Temperance Flat project exemplify the Commission's failure to clearly articulate their scoring criteria and work collaboratively with project applicants such as the SJVWIA.

The County will advocate for statewide policy changes that will facilitate groundwater storage and banking projects to meet local needs to replenish depleted groundwater aquifers and lessen the stress on those aquifers in times of drought.

A significant portion of the County is considered a disadvantaged or severely disadvantaged community and lack resources to ensure a safe and reliable source of drinking water. The County will continue to advocate for the funding of water supply projects that benefit disadvantaged and severely disadvantaged communities to ensure that they have access to a reliable water supply that meets safe drinking water standards.

The County will support legislative reform that enhances the ability of local Groundwater Sustainability Agencies (GSA's) to implement groundwater sustainability plans and requisite management actions locally. Advocate for continuing/enhancing funding for GSA planning and implementation efforts with particular focus on planning and data capture.

Regulatory restrictions on pumping in the Delta have led to increased reliance on groundwater which has led to groundwater depletion, water quality degradation, and impacts to infrastructure. The County will support legislative efforts to implement adaptive management of Delta pumping to maximize surface water deliveries in times of excess.

Oppose any efforts to expand the definition of wetlands that will increase regulatory burdens on growers in Kings County.

The County will support local efforts to implement conservation programs in coordination with Community Service Districts and Cities within the County and advocate for funding of voluntary conservation technology implementation. The County will oppose mandatory statewide conservation regulations that unnecessarily complicate and duplicate local efforts.

The County supports the beneficial use of water for irrigation of all crops and any post-harvest processing of agricultural commodities that are marketed both domestically and globally.

Contact: Julianne Phillips, County Counsel's Office, (559) 852-2756

- **Public Safety**

Provide new resources on sustaining and funding local gang prevention and enforcement activities. Resources will offer additional routes to sustaining local youth and gang violence prevention efforts.

Support legislation that provides funding for local public safety programs including Community Oriented Policing Services (COPS) and for school resource deputies in rural counties.

Support funding to implement Racial and Identity Profiling Act of 2015, which will require the Sheriff's peace officers to annually report to the Attorney General data on all stops conducted by the Sheriff's peace officers, and require that data to include specified information, including the time, date, and location of the stop, and the reason for the stop. The new data collection requirements will reduce the patrol time in the community due to the amount of time it will take to fill out forms and report data.

Provide growth funding for the base court security funding. Costs continue to rise and outpace the state funding. Safety and security in courtrooms is being compromised due to the lack of funding needed to adequately staff existing and new courthouses.

Contact: David Robinson, Sheriff, (559) 852-2795

Oppose any legislation that would eliminate probation adult fees as these funds are necessary to assist in continuing programs that will reduce recidivism rate in the County.

Contact: Kelly Zuniga, Chief Probation Officer, (559) 852-4303

Support legislation that provides funding, including grant opportunities, which target prevention, response and recovery efforts for disasters in addition to disaster preparedness, resiliency and response programs.

Support legislation that would provide funding and alternative avenues of healthcare to local first response agencies to adequately address behavioral health matters.

Support legislation that would allow public safety purchases to be tax exempt.

Contact: Clay Smith, County Fire Chief, (559) 852-2880

Support any legislation that will clean up Proposition 57 regulations to reflect what the law is intended to do in order to reduce confusions throughout the State on the interpretation of this proposition.

Support legislation and increased funding for mental health/drug abuse diversion that will bring back the 90-day dry out period to better serve these clients, and increase the length of the pre-trial diversion program to one year.

Contact: Keith Fagundes, District Attorney, (559) 852-2395

- **Inmate Detentions**

Support legislation that would allow a court to require the appearance of a defendant held in any state, county, or local facility within the county on felony or misdemeanor charges to be conducted by two-way electronic audio-video communication between the defendant and the courtroom in lieu of the physical presence of the defendant in the courtroom for noncritical portions of the trial.

Support funding to implement the Transparent Review of Unjust Transfers and Holds Act (Truth), which requires the Sheriff's Office, prior to an interview between Immigration and Customs Enforcement (ICE) and an individual in custody, to provide a written consent form (translated into specified languages) that would explain the purpose of the interview, that it is voluntary, and that the individual may decline the interview. In addition, support funding to implementing Senate Bill 54, a law that prevents local law enforcement for communicating with Federal Immigration Authorities on state criminals who don't meet certain criteria. In addition to this law, communication between ICE and state local law enforcement agencies is now limited, effectively making California a "sanctuary state" by legalizing and standardizing statewide non-cooperation policies between California law enforcement agencies and federal immigration authorities. Due to this law, federal funding to the County may be impacted.

Support legislation that expands Medi-Cal eligibility to allow counties to receive federal financial participation for medical services performed for adult and juvenile inmates that occur on the grounds of the correctional institute.

Contact: David Robinson, Sheriff, (559) 852-2795

Support funding to reimburse the County for State Mandated programs and services for which funding has been removed under Senate Bill 190 (removal of juvenile fines and fees, including attorney fees), costs for juvenile probation programs and services has traditionally been subject to reimbursement by the parents or legal guardians of the minors. This includes cases where a minor is offered informal services to avoid court involvement. With the passage of SB 190, counties have lost the ability to recuperate the costs for these mandatory services, including, but not limited to, the provision of counsel for minors, substance abuse counseling, rehabilitative programming, and detention costs, thereby putting further financial strain on counties.

Contact: Kelly Zuniga, Chief Probation Officer, (559) 852-4303

- **Video Recording**

Amend Government Code Section 26202.6 which governs the retention of video recordings that are made for "routine monitoring" purposes, so that recordings are only needed to be retained for 60-90 days versus the one year requirement now. Annual retention of routine monitoring is extremely costly for counties and is discouraging the use of video cameras in various operations.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Capital Projects**

Support legislative efforts which would reduce the voter approval requirement for local taxes and bonds from a 2/3rd vote to 55% for purposes of authorizing and issuing local infrastructure bonds and public safety tax increases. Seek and support bond funding for the construction of new or the renovation of existing public libraries and criminal justice facilities. The County tried twice in 2016 to pass a local public safety tax. The results were close, but a 2/3 supermajority is insurmountable.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Williamson Act Program funding**

Seek legislative support for positive modifications to the agricultural land conservation program. Elimination of the Williamson Act Subvention funding has financially strapped our rural County. Losing the subvention funds has had a negative impact to the County as well as the landowners within the

County. Legislative support to re-establish reimbursements to participating counties is essential to agricultural preservation in the State.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Military and Veterans Code**

Support efforts to educate the Governor's Office, the Legislature, and the public on the importance and value of the County Veterans Service Offices (CVSOs). The eventual goal is to fully fund CVSOs by permanently appropriating the full \$11 million in local assistance funding as reflected in Military and Veterans Code Section 972.1(d). California is home to approximately two million veterans. Currently, the state budget allocates \$5.6 million in funding to the County Veterans Service Offices (CVSOs) in 58 California counties. CVSOs are the first contact for most veterans and are historically able to bring in \$100 of federal veterans benefits for every \$1 spent by the state. Without full funding, California's veterans will not get the government benefits which they earned through their military service.

Support legislation that would continue to support expansion of veterans' treatment courts to more counties by providing state funding of veterans' treatment courts in California.

Contact: Scott Holwell, Veterans Service Officer, (559) 852-2659

- **Human Services**

Support efforts to restructure the In Home Supportive Services Maintenance of Effort to avoid future negative impact on the County General fund and to ensure that available Social Services Realignment revenues are sufficient to cover this cost without shifts from other realignment accounts or reliance on county general fund revenues.

Support efforts to increase and stabilize funding for senior programs.

Support efforts to increase funding for administration of the In Home Supportive Services program and the Public Authority and create funding formulas that appropriately fund county staff in order to meet current State mandates.

Maintain funding for Medi-Cal Administrative allocation that enables counties to properly administer the Medi-Cal program on behalf of the State.

Support legislative cleanup, reform, and allocating additional funding and start-up funds for the implementation of foster parent recruitment, retention program changes, and Mental Health program implementation of Continuum of Care. Partnerships with Behavioral Health organizations will need to be made in order to strengthen the access to mental health for the youth in foster care. Kings County currently has over 350 youth in the foster care program.

Support increased funding for the CalWORKs Single Allocation in order to implement changes in the CalWORKs Employment Services program aimed at improving services to families and improving work participation rates to meet federal program standards.

Support increased funding for rapid rehousing activities for homeless California Work Opportunities and Responsibility to Kids Program (CalWORKs)s families and allow the use of CalWORKs permanent housing assistance for shared housing. Current funding levels do not meet demand.

Support funding for trauma informed care for high needs foster youth that include placement options, intervention and prevention services. Develop Intensive Residential Facilities that would serve youth with severe behavioral, health, mental health or developmental issues that currently have no available options for placement in California and end up in out of State placements that are costly and delay stepping down and reunification efforts.

Contact: Sanja Bugay, Director Human Services Agency, (559) 852-2200

Support legislation and funding programs that would increase and expand job training opportunities within the County, including funding at local community colleges to train and educate residents, especially for jobs within the tech industry.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Child Support Services**

Support legislation that improves the effectiveness of the child support program in establishing, enforcing, and collecting child support orders. Child Support Funding: Support legislation, budget, or administrative action to adequately fund local child support services program.

Contact: Barbi Brokhoff, Director Department of Child Support Services, (559) 852-2467

- **Health and Behavioral Health**

Oppose changes that shift health realignment funds to other programs to ensure that Kings County has the resources to meet its obligation to fulfill statutory public health and indigent health care mandates.

Oppose legislation that reduces or eliminates reimbursement to emergency ambulance providers or local control of emergency medical services.

Support strategies to streamline funding and program complexities of the California Children's Services (CCS) program in order to meet the demands of the complex medical care and treatment needs for children in California with certain physically disabling conditions. Monitor the CCS program and seek protections against increased county program costs. Oppose any efforts to require counties to provide funding for the CCS program beyond their Maintenance of Effort (MOE). Explore opportunities to "realign" county share of cost for CCS back to the state. Advocate for CCS pilot project implementation strategies that do not destabilize the current CCS program. Ensure counties retain sufficient resources to meet their CCS responsibilities, including those remaining under the Whole Child Model.

Support legislation that maintains or improves funding for counties to address the health and prevention needs of women, children, adolescents, and families, including legislation aimed at addressing childhood obesity, expanding health education for youth, and supporting sexual and reproductive health of women and adolescents. Support proposals that maintain flexibility for counties to administer the benefit according to local needs.

Support legislation that decreases health disparities among children in foster care, including ensuring coordinated health care services for children in out-of-home foster care or on probation.

Support policies addressing the prevention of chronic disease and promotion of wellness.

Support requiring state financial participation in the funding of medical care for inmates in our jail that were realigned to counties by Assembly Bill 109, which diverts people convicted of certain classes of less serious felonies from the Department of Corrections (state prison) to local county jails.

Support state funding of home visitation program for families with children from birth to age five which can support parenting behaviors, attachment, health, breastfeeding, nutrition, safety, sleep, and family well-being. The current government proposes \$26.7 million for a Home Visiting Initiative pilot program (allocating \$158 million over three years, through 2021) to help parents in the CALWorks program reach self-sufficiency by improving family engagement practices, supporting healthy development of young children and preparing for employment.

Support increased and flexible funding and resources directed at building the capacity of local public health departments to combat and control communicable diseases. Oppose efforts to reduce funding which would increase cost shares to local health departments.

Support continued funding for the Supplemental Nutrition Program for Women, Infants and Children (WIC).

Focus on highlighting Public Health programming to universities and community colleges to develop strong public health longevity. Increase incentives to increase public health laboratory staff, public health microbiologists, public health nurses, and registered environmental health specialists (REHS). This will ensure the viability and longevity of public health programs at the state and local level.

Support legislative and budget proposals that enhance local counties ability to provide safe and healthy housing and services for homeless and at-risk populations that include increased access to mental health support and healthcare services. Support increases to funding and services to support the needs of people who are currently homeless, especially those living on the streets and in places unfit for human habitation.

Support programs to fund opioid research and monitoring as well as expand emergency treatment resources and increase capacity to provide long-term prevention and treatment services. Support legislation that allows for the continued expansion on treatment and preventive harm reduction programs such as naloxone distribution.

Support funding for public health research and monitoring of changes in drug use patterns associated with cannabis use. Advocate for adult use cannabis legislation that includes investment in adolescent health from its revenues.

Oppose new mandates without specified, stable, and adequate funding commitments.

Support funding for Valley Fever vaccine and treatment research and development.

Contact: Edward Hill, Public Health Director, (559) 852-2625

Support legislation that increases Drug Medi-Cal service claim deadlines to six months. Currently, state regulations require Drug Medi-Cal claims to be submitted within 30 days of the date of service.

Support legislation that would simplify the process and reduce the burden placed on veterans seeking mental health services and requires the counties to cooperate with federal agencies, as specified, to seek reimbursement after providing mental health services to veterans. This bill would require a county to provide mental health services to any veteran who requests treatment, without regard to r status as a veteran or eligibility for health services provided by the United States Department of Veterans Affairs or any other federal health care provider.

Oppose any legislation that would amend the Mental Health Services Act to require that any funds allocated since the 2008–09 fiscal year, which have not been spent for their authorized purpose within three years of being allocated, and any interest earned on unspent funds, revert to the state for deposit into the newly established Mental Health Services Act Reversion Fund.

Seek additional funding for Substance Use Disorder treatment. Access to treatment has become increasingly burdened and limited with the response to the passage of Assembly Bill 109 (which allows non-serious, nonviolent and nonsex offenders serve their time in county jails instead of state prison) and Proposition 47 (which reduces certain drug possession felonies to misdemeanors) in small counties. Providers are at a premium and treatment providers have to answer to the courts and Probation as a first line of defense. People in need of help that are not part of the court system may be pushed to the end of the line due to the lack of funding and/or ballooning need for treatment.

Support policies addressing the promotion of wellness, by meeting patient needs, and reducing barriers to care, at the lowest level of care before behavioral health issues require higher level, intensive services (i.e. emergency department, jail, and psychiatric hospitalization).

Support policies that seek to reduce health disparities and inequities by working to eliminate barriers to good health and seek to intervene early, at the lowest level of care, for Kings County’s diverse population.

Contact: Lisa Lewis, Behavioral Health Director, (559) 852-2382

- **Transportation Reform**

Explore Road User Charge Policy Options. Work with other responsible agencies on mileage-based user charges as an eventual replacement for the gasoline excise tax. As improvements in the fuel efficiency of vehicles reduces gas tax revenue per mile traveled and inflation continues to erode the purchasing power of the excise tax revenues, alternatives to the gas tax must be seriously considered by all transportation stakeholders.

Support California Environmental Quality Act (CEQA) streamlining for projects including the infrastructure necessary to support developments, especially as opportunities present themselves in transportation special session or in the continued discussion of proposals to streamline the development of housing for families of all income levels.

Support legislation that would simplify the collection of the Monument Preservation Fund Fee.

Contact: Kevin McAlister, Public Works Director, (559) 852-2700

State Route 198 (SR 198) is a priority for Kings County for auto and truck traffic safety with the improvement of this interregional roadway connecting the Central Coast to the San Joaquin Valley. Elevate SR 198's priority into the State's Strategic Plan as it is considered part of the State Interregional Transportation system. The improved corridor will also serve communities like Coalinga and Huron to the statewide passenger rail network. The connection to San Joaquin – Amtrak rail system would be a benefit to rural communities in the region. The route is not only part of the Central Coast and San Joaquin Valley East-West connection, the highway also serves Lemoore Naval Air Station to Interstate 5. Most of the improvement projects on SR 198 are outside Kings County jurisdiction, but would greatly serve the needs of the county by improving this travel corridor.

Truck traffic for Farm to Market transportation and freight movement from Interstate 5 to Lemoore Naval Air Station (NAS) should be a State priority. The passenger car traffic would also improve with an increase to State Highway Operation and Protection Program (SHOPP) projects eligibility, if this route becomes a higher priority. The truck volume due to the recent drought and future land retirement in Westlands Water District will see reduced seasonal agricultural demands. Automobile travelers will increase with additional personnel added to Lemoore NAS.

Contact: Joe Neves, Board of Supervisor, (559) 852-2370

- **Design Immunity**

Consistent with CSAC policy within its County Platform on addressing issues of local concern related to tort reform, government should not be more liable than private parties and in some cases there is reason for government to be less liable than private parties:

a. Support proposals to mitigate the effects of joint and several liabilities upon public entities by limiting liability to any party to be responsible for their own proportion of damages.

b. Support proposals to strengthen the statutory immunities associated with the operation of public infrastructure such as immunities under Government Code Section 830 et seq.

c. Support proposals that limit post judgment interest and/or that provide public entities with the flexibility in paying judgments over time.

d. Support proposals to mitigate the effects of liability upon public entities by applying the Doctrine of Comparative Fault to inverse condemnation actions.

Contact: County Counsel's Office, (559) 852-2756

- **Resource Recovery and Waste Management**

Continue to advocate for resources for local governments to develop the necessary infrastructure to implement organics diversion programs. Engage in CalRecycle and the Air Resources Board's process for implementing AB 1826 and SB 1383, which creates an organic management Program in California.

Contact: Kevin McAlister, Public Works Director, (559) 852-2700

- **Community Development**

Support direct allocation of Community Development Block Grant (CDBG) funds and HOME Investment Partnerships Program (HOME) funds to Kings County. If direct allocation to Kings County is not possible, then continued support for maintaining CDBG and HOME funding levels to the State which would maintain funding opportunities for Kings County.

Support State funding efforts for the increasingly complex General Plan update processes to remain current and in compliance with State mandated General Plan requirements. Small counties have

limited staff and due to time constraints are limited in order to stay compliant. Increased funding can ensure these General Plan requirements set by the Office of Planning and Research are met.

Contact: Greg Gatzka, Community Development Agency Director, (559) 852-2680

- **Economic Development Incentives**

With the elimination of Redevelopment Agencies and the Enterprise Zone, counties and cities with high unemployment and high poverty rates find it more difficult to compete for business expansion and location with more affluent areas. Disadvantaged communities are unable to afford the public infrastructure needed to create the jobs to boost or sustain growth within their economies. A targeted incentive package aimed at cities or counties that have an average unemployment rate and poverty level of 125% of the statewide average for the preceding year is needed. These designated zones would allow a more advantageous new employee hiring credit as well as other economic development and public infrastructure incentives necessary to even the competitive field of business development.

Contact: Lance Lippincott, Economic and Workforce Development Director, (559) 852-4960

2019 FEDERAL LEGISLATIVE PLATFORM
Kings County, California

This document offers summary information on a number of key policy areas for legislative and/or regulatory action and monitoring in the current year. Each item includes a contact person to be reached for any additional supporting information or to alert in the event of pending legislative/regulatory action, remedy or resolution.

- **California Drought Resiliency**

Find solutions for dealing with water shortages. California has the unfortunate characteristic of being prone to prolonged and severe droughts at any time, and farmers in Kings County are taking steps to prepare for continued severe reductions in water during the summer months. In addition to having negative impacts to jobs and the food supply for the state and nation, for every crop dollar lost, \$3.50 will be lost in the economy. Kings County, with 87% of its land in agricultural use, ranks 10th in agricultural value among all counties in California, which is the number one agricultural producing state in the nation.

Kings County is the home to Lemoore Naval Air Station. During times of severe drought, fallow fields surrounding the air base attract rodents and other varmints which, in turn, leads to a significant increase in the presence of avian predators. The result is a corresponding increase in bird strikes, which puts our nation's air fleet and security at severe risk.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Water**

Without increased water storage, the demands placed on our water resources will not be achieved for food and fiber, urbanized growth, energy needs, or habitat restoration. At present, an estimated 40% of Kings County's water use comes from groundwater.

Support efforts to amend the *Endangered Species Act* (ESA) and other environmental laws in a manner that increases allocation to Central Valley Project water contractors, and oppose any legislation that impacts such contractual allocation. The County believes these efforts need to be closely coordinated with state agencies to ensure that any amendments to the ESA do not result in increased burdens to the State Water Contractors. Because of ESA-related court rulings and ongoing historic drought conditions, water has become extremely limited in Kings County and groundwater levels are at historic lows.

Support legislation that empowers local entities to manage the extraction of groundwater resources within their jurisdictions.

Much of the Kings County economy is based on agribusiness. Accordingly, when farmers are unable to obtain water to produce crops, laborers cannot find work. The result is that neither essential component of our County's workforce can conduct business and contribute to our local economy. Prolonging the planning or delaying the funding for water storage/reservoir/hydropower projects is

counterproductive to the demands that population growth places upon our region, as well as our State. Bringing badly needed water to our communities is essential.

Kings County continues to work on groundwater sustainability planning, and has been awarded a \$500,000 State Sustainable Groundwater grant to develop a baseline groundwater model that includes policy, programs, and regulations, to name some examples.

Support any funding that enhances water storage expansion efforts. Kings County is a member of the newly developed Joint Powers Authority, the San Joaquin Valley Water Infrastructure Authority, which is made up of five counties, two cities (including a disadvantaged community), two water agencies, one tribal council, and one member at large. Its mission is to seek funding for water infrastructure improvement projects, such as, but not limited to local surface storage projects, groundwater recharge projects, and construction starting with the Temperance Flat Dam project.

Contact: Julianne Phillips, County Counsel's Office, (559) 852-2756

- **Fee-to-Trust Reform/Indian Gaming**

Support federal legislation, as well as regulatory changes in the current fee-to-trust process, that would provide an incentive for counties and tribes to enter into judicially enforceable agreements when tribes are permitted to engage in economic development activities, including gaming. Agreements should fully mitigate local impacts from a tribal government's business activities and fully identify the governmental services to be provided by the county to that tribe. In cases in which a county and tribe are unable to reach a local mitigation agreement, federal legislation/regulations should require the Secretary of the Interior to certify that all anticipated off-reservation impacts have been mitigated to the maximum extent practicable. Kings County has an enforceable agreement in place, but is supportive of reforms that would protect the county's interests in case of a possible future expansion or new development.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Public Safety**

Support legislation and/or administrative action that ensures that any political subdivision that is determined not to be in compliance with the terms of Federal immigration law (including but not exclusively 8 USC Section 1373) remains eligible to receive federal justice and homeland security grant funding if the noncompliance is a consequence of being required to abide by the terms of a statute or other legal requirement of a State with jurisdiction over that political subdivision.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

Kings County's Gang and Narcotics Task Force and local law enforcement agencies drew hundreds of cases in 2018, and many of those cases involve higher level narcotics investigations. Support legislation and appropriations for County efforts directed at: programs that recognize the extent of the gang and narcotics problems in our County and in the San Joaquin Valley; prevention programs that educate youth about drugs and gangs; treatment programs; and tougher penalties for methamphetamine-related crimes.

Due to cuts in the appropriation for the State Criminal Alien Assistance Program (SCAAP), along with an increasing number of jurisdictions applying for the program, Kings County's SCAAP allocation has fluctuated in recent years. The SCAAP partially reimburses Kings County for the significant costs of

incarcerating undocumented criminals. Therefore, support legislation and advocate for the provision of adequate funding for the SCAAP. Additionally, advocate for and support legislation that provides a long-term reauthorization of the SCAAP program.

Congress should provide adequate funding for the Byrne Justice Assistance Grant (Byrne/JAG) Program.

Support legislation that provides funding for local public safety programs including Community Oriented Policing Services (COPS) and for school resource deputies in rural counties.

Contact: Dave Robinson, Sheriff, (559) 852-2795

Support legislation that provides funding, including grant opportunities, which target prevention, response and recovery efforts for disasters in addition to disaster preparedness, resiliency and response programs.

Support legislation that would provide funding and alternative avenues of healthcare to local first response agencies to adequately address behavioral health matters.

Contact: Clay Smith, Fire Chief, (559) 852-2880

- **Telecommunications/Interoperability/Broadband**

Support funding for first responder infrastructure upgrades and/or repair, such as repeater site restoration and upgrades. Dedicated funding has not been set aside since 2007 with the Public Safety Interoperability Communications grant, and systems are aging with no replacement funds in sight. Categorical funding, such as Homeland Security funding, is allocated in one-time amounts that are not sufficient to completely convert our local systems.

Support funding for Department of Commerce broadband infrastructure and planning grants. Communities and outlying areas are in great need of broadband infrastructure to bring and enhance much needed services in the area of education, public safety, economic development, and for medical purposes. Broadband connection rates need to be reasonable in order to be competitive for local government use.

Support legislative efforts to maintain current levels of funding for the implementation of universal service and library connectivity discount provisions E-Rate (Telecommunications Act of 1996, allowing any communications business to compete in any market against any other).

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Human Services**

Support legislation that would retain the Title IV-E Foster Care and Adoption Assistance programs. Support updating the Federal Poverty Level (FPL) on which assistance is based on and changing the 1996 levels under the Personal Responsibility and Work Opportunity Reconciliation Act.

Support maintaining the Title IV-E Foster Care and Child Welfare services program as an open entitlement and expanding the use of this funding source for prevention activities. The Child Welfare Services caseload in Kings County currently totals 357 children.

Continue to fully fund the Social Services Block Grant, which funds child protective services.

Oppose efforts to block grant the Supplemental Nutrition Assistance Program (SNAP), which provides a monthly supplement for purchasing food.

Contact: Sanja Bugay, Director Human Services Agency, (559) 852-2200

- **Child Support Services**

Support legislation that improves the effectiveness of the child support program in establishing, enforcing, and collecting child support orders. Child Support Funding: Support legislation, budget, or administrative action to adequately fund local child support services program.

Contact: Barbi Brokhoff, Director Department of Child Support Services, (559) 852-2467

- **Health and Behavioral Health**

Ensure that any potential reforms of health and welfare entitlement programs do not shift additional cost burdens from the Federal government or State to the Counties. According to the California Department of Health Care Services, as of November 2016, 45,131 Kings County residents were enrolled in Medi-Cal, which is 20,356 more than four years earlier.

Oppose any effort to reduce the Prevention and Public Health Fund (PPHF). The PPHF, which was created by Section 4002 of the *Affordable Care Act* is the nation's first mandatory funding stream dedicated to improving our nation's public health. This fund created an unprecedented opportunity for local health departments to augment and expand existing chronic disease programs or to participate in new programs to address longstanding chronic disease issues in their communities. However, over the years, the PPHF has become increasingly vulnerable and has been diverted to fund other purposes, such as the 21st Century Cures Act passed by Congress in December 2016, an act that boosts funding for medical research.

Support increased and flexible federal funding/resources directed at building the capacity of local public health departments to combat and control communicable diseases. Oppose efforts to reduce state and federal funding streams which would create cost shifts to local health departments.

Oppose converting the federal Medicaid program into a block grant. Recent federal proposals would result in cuts to California's Medicaid allotment, which, in turn would put additional financial strain on the state and counties. If Medicaid is converted to a block grant, it may be necessary for the state to restrict eligibility, cut benefits, and reduce payments to health care providers.

Support continued funding for the Supplemental Nutrition Program for Women, Infants and Children (WIC). The WIC program ensures access to adequate nutrition for pregnant women and children ages 0-5, and provides nutrition education for parents so that their child/children can have a healthy start. There are currently over 8,000 participants who meet the income criteria for eligibility for this program in Kings County.

Contact: Edward Hill, Public Health Director, (559) 852-2625

Oppose Public Charge Federal Regulation Will Chill Enrollment in Public Benefits - strongly oppose the Department of Homeland Security's Proposed Public Charge Rule. The Proposed Rule change will expand the factors included to determine if someone is at risk of becoming a public charge to include

non-emergency Medicaid, the Supplemental Nutrition Assistance Program (SNAP/food stamps), housing supports and Medicare Part D subsidies. This will mean many immigrant families will reject public benefits even if they are eligible, for fear of harming a relative's chance of citizenship determinations. This will have a detrimental impact on immigrant families struggling with mental health and substance use disorder issues. Immigrants often have higher levels of depression and anxiety than the general population and benefit from treatment.

Support Centers for Medicare & Medicaid Services (CMS) Expanding Medicaid Payments for Housing - In a recent speech, U.S. HHS Secretary Alex Azar indicated that CMS' Center for Medicare and Medicaid Innovation (CMMI) is exploring payment models to allow Medicaid reimbursement for beneficiary housing costs. This would be a significant policy change. Historically, Medicaid has paid for ancillary and supportive services but not for direct housing costs like rent. CMS currently lacks legal authority to pay for housing; to change this, Congress would have to act to amend statutory restrictions.

Contact: Lisa Lewis, Behavioral Health Director, (559) 852-2382

- **Military and Veterans Code**

Support legislation that would provide increased access for County Veterans Service Offices (CVSO) to Veterans Affairs (VA) information systems (i.e. Veterans Benefits Management System, Veterans Appeals Control and Locator System, Modern Award Processing - Development, etc.) for use in developing and monitoring claims submitted on behalf of veterans. County Veterans Service Offices (CVSOs) are local government agencies responsible for assisting veterans, their dependents and survivors in obtaining benefits to which they may be entitled. As such CVSOs need maximum possible access, regardless of VA Power-of-Attorney (POA), to VA client and claims databases. Enhancing this access will result in better and timelier services to claimants and reduce the workload in VA call centers.

Support legislative, regulatory, and/or policy changes that would create a federal/state/local government partnership to reduce the VA veteran's claims backlog and expand outreach services to veterans. VA has expressed the belief that one important way to reduce the unacceptable claims backlog is the initial submission of more fully completed claims packages. Individual claimants are unfamiliar with the requirements of the VA claims system. Accordingly, it is necessary to have competent, trained intermediaries, such as CVSO, participate in the preparation and submission of claims. Many CVSOs do not have the resources to do the community outreach that would enable them to reach the maximum possible number of benefit claimants. Federal/state/local partnerships will enable State and County veterans service programs to reach and assist more claimants thus helping to reduce the chronic VA claims backlog.

Contact: Scott Holwell, Veterans Service Officer, (559) 852-2659

- **Community Development Block Grant (CDBG)**

Provide maximum funding for the CDBG program. Kings County utilizes these program funds with increasing success to develop unincorporated communities and provide better housing conditions and opportunities to Kings County residents. CDBG funding has typically been used for first-time home buyers' loans since the late 1990's, as well as owner-occupied rehabilitation projects in locations in remote communities within the County since the mid-1970's.

Allow continued use of the CDBG program income for continued operational costs without risking the ability to apply for future grants.

Contact: Chuck Kinney, Deputy Director-Planning, (559) 852-2674

- **USDA Rural Development**

Support legislation or administrative action that would expand the eligibility requirements for USDA's Rural Development Communities Facilities programs. Specifically, Kings County supports increasing the population threshold used to determine whether communities are eligible for such grants and loans.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Workforce Innovation and Opportunity Act (WIOA) Programs**

Support full funding for local Workforce Innovation and Opportunity Act (WIOA) Programs. Four years after the implementation of WIOA, Kings County has yet to receive the amount of funds allocated through the Workforce Investment Act (WIA) to assist local eligible residents to increase their training for and exposure to the workforce. At the same time, increased un-funded WIOA administrative requirements and costs are being absorbed to the detriment of participants and businesses in Kings County. Kings County urges the Administration to fully fund the bipartisan WIOA allowing it to unfold and to achieve its full potential of preparing our workers for the current and future economy. WIOA's business-led local effort is our best hope at improving local economies, including the attraction of manufacturing jobs back to the United States.

Contact: Lance Lippincott, Economic and Workforce Development Director, (559) 852-4960

- **Franchise Business Model**

Oppose the National Labor Relations Board's efforts aimed at forcing franchise companies to assert total control over the daily operations of the independently owned franchised restaurants, such as human resource management, controls over scheduling, pay rates, benefits, and working conditions, to name a few. This change will add an increased financial burden to small employers in the County.

Contact: Doug Verboon, Board of Supervisor, (559) 852-2362

- **Transportation**

Support federal funding for transportation, including bridge rehabilitation and replacement.

Work with local representatives and federal transportation agencies to ensure that California counties are well-positioned to utilize environmental streamlining opportunities available from the *Fixing America's Surface Transportation (FAST) Act*.

Support legislation to rehabilitate 240 miles of rural roads that are impacted due to use by, among others, Kings County farms, dairies, and processing plants.

Support legislation that exempts the maintenance of existing public works facilities/infrastructure from permit requirements under the Endangered Species Act.

Contact: Kevin McAlister, Public Works Director, (559) 852-2700

Seek funding to assist with the movement of goods on State Route 198 (SR 198). Normal highway traffic rates are 15-18%, and SR 198 has a higher rate of use at 38%. In 2017, an influx of new military related personnel started to arrive and will be staying in the area due to the basing of the new F-35C Lightning II Strike Fighter squadrons and two relocated F-18 Super Hornet squadrons. Widening

approximately 20 miles of SR 198 will assist with goods movement to Lemoore Naval Air Station Lemoore, as well as the Central Valley of California.

Support any move by NAS Lemoore to expand additional runway construction to support the aging airstrips currently being used. This is due to the addition of F-35C Lightning II Joint Strike Fighter squadrons and the rotary wing squadron that continues to support the mission of the Naval Air Station and realignment of Navy operations in California.

Contact: Joe Neves, Board of Supervisor, (559) 852-2370

- **Institute of Museum and Library Services**

Continue Federal support for grants and funding from the Institute of Museum and Library Services (IMLS). Elimination of such funding will jeopardize the \$16 million the California State library receives in federal funds, money that also funds the Braille and Talking Book library. The Library Services Technology Act (LSTA) is exclusively for libraries and is administered through IMLS. LSTA funds, in which the California State Library receives \$16 million, is where the Kings County Library has benefited. The Kings County Library successful programs were funded by receiving LSTA grant funds. Programs such as Veterans Connect at the Library, Career Online High School, The Family Place Library, Brainfuse Online Homework Help, Book-To-Action, and Touchpoints in Libraries Training are an example.

Contact: Natalie Rencher, Library Director, (559) 852-4005



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 12, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka / Kao Nou Yang

SUBJECT: RESCISSION AND SIMULTANEOUS ENTERING INTO A NEW WILLIAMSON ACT CONTRACT

SUMMARY:

Overview:

The County received an In Lieu Parcel Map Application (IPM 17-14) that will adjust the property boundary lines between two (2) existing parcels and create a third parcel as a farm home retention. One parcel is currently under Williamson Act contract while the other parcel is not, which requires the contract to be revised. To accomplish this, a partial rescission of the existing Land Conservation “Williamson Act” Contract is necessary, and simultaneous entering into a new Land Conservation “Williamson Act” Contract that reflects the new adjusted property boundaries. The new contract acreage will retain the same as the previous contract acreage.

Recommendation:

1. Conduct a Public Hearing; and
2. Adopt a Resolution which will accomplish the following:
 - a. Find that the partial rescission and creation of the Land Conservation “Williamson Act” contract is categorically exempt from review under the *California Environmental Quality Act (CEQA Guidelines)* Section 15317.
 - b. Partially rescind Williamson Act Contract No. 1956 and simultaneously enter into a new Land Conservation “Williamson Act” Contract No. 2095 and authorize the Board Chairman to sign the contract on behalf of the County.
 - c. Make certain findings pertaining to *California Government Code* Section 51257.
 - d. Direct the Community Development Agency to complete the administrative requirements, recordings and make the required notices to property owners, County departments and State agencies.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

RESCISSION AND SIMULTANEOUS ENTERING INTO A NEW WILLIAMSON ACT CONTRACT

February 12, 2019

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Fiscal Impact:

No impact to the General Fund is expected. The new contract will consist of the same total acreage as previously contracted with 35.93 acres. As the agricultural acreage and production will remain essentially the same, there is no anticipated land owner benefit change under the revised contract.

BACKGROUND:

The County received an In Lieu Parcel Map No. 17-14 (Smith – Cotton) application to adjust parcel lines between two parcels, and create a farm home retention through Agricultural Land Division No. 17-06. The project properties are located at 18527 Jersey Avenue near Lemoore. Together, these applications propose to shift an existing homesite (APN 024-017-033) with .85 acres to the west approximately 25 feet to correct a parcel boundary legal description and recognize the existing water well being located on the same property. In addition, the agricultural acreage parcel (APN 024-017-041) with 35.93 acres, which is under a Williamson Act Contract, would be divided into two parcels with a farm home retention parcel of 2.34 acres and remaining agricultural parcel with 33.59 acres. As the change in parcel boundaries involves a parcel representing a portion of a Williamson Act contract and other land not under contract, a revision to the contract is necessary. Division One of the Kings County Advisory Agency approved this land division on April 20, 2018 subject to the revision of the Williamson Act Contract. Rescission and simultaneous entering into a new Williamson Act Contract requires Board of Supervisors approval and certain findings to be made by Resolution.

The following Government Code Section 51257 applies to Williamson Act Contracted land when parcel boundaries are adjusted:

Pursuant to Section 51257 of the *Government Code*, to facilitate a lot line adjustment the parties may mutually agree to rescind the contract and simultaneously enter into a new contract, provided that the Board finds all of the following:

- (1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
- (2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
- (3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
- (4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.
- (5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- (6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- (7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

Agenda Item

RESCISSION AND SIMULTANEOUS ENTERING INTO A NEW WILLIAMSON ACT CONTRACT

February 12, 2019

Page 3 of 3

The existing Land Conservation “Williamson Act” contract be partially rescinded and a new Land Conservation “Williamson Act” contract shall be simultaneously entered into.

The attached Resolution would serve to rescind a portion of Williamson Act Contract No. 1956 and simultaneously enter the new 2.34 acre parcel and 33.59 acre parcel into Williamson Act Contract No. 2095. The following findings can be made by the Board and are found in the attached Resolution:

1. All land to be included within the new Land Conservation “Williamson Act” contract is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses.
2. The partial rescission and creation of a Land Conservation “Williamson Act” contract is categorically exempt from review under the *California Environmental Quality Act (CEQA Guidelines Section 15317)*.
3. The adjustment, of Agricultural Preserve 301/90, is consistent with LU Policy B1.1.2 of the Land Use Element of the *2035 Kings County General Plan*.
4. The subject property is not within the sphere of influence of any city.
5. Land Conservation “Williamson Act” Contract No. 2095 is designated as Prime Farmland on the State’s Important Farmland Map of 2016.

BE IT FURTHER RESOLVED that this Board finds that:

1. Section 51257 of the *California Government Code* states that to facilitate a lot line adjustment, pursuant to subdivision (d) of Section 66412, the Parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the Board finds all of the following:
 - A. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
 - (1) Finding: The proposed In Lieu Parcel Map will adjust the boundaries between two (2) existing parcels. One of the resulting parcels, will be further divided into two parcels and is currently under contract while the other existing parcel is not be under contract. The resulting new contract will enforceably restrict 35.93 acres for an initial term of ten (10) years and the parcel will continue to be used for agricultural purposes.
 - B. There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
 - (1) Finding: Since there is no change in the amount of acreage restricted, the new contract will be equivalent in aggregate acreage restricted.
 - C. At least ninety (90) percent of the land under the former contract or contracts remains under the new contract or contracts.
 - (1) Finding: The proposed In Lieu Parcel Map will adjust the boundaries between two (2) existing parcels. One parcel with 35.93 acres under contract will be reconfigured into two parcels with total aggregate acreage of 35.93 acres. Therefore, the exact same acreage will remain under contract.
 - D. After the lot line adjustment, the parcel of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222 of the *California Government Code*.
 - (1) Finding: The proposed In Lieu Parcel Map will adjust the boundaries between two (2) existing parcels. The new contracted territory will remain the same with 35.93 acres and designated as prime farmland. The acreage is larger than the County's minimum agricultural acreage for the General Agriculture – 20 Acre minimum Zone District and is therefore determined to be large enough to sustain agricultural use.
 - E. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
 - (1) Finding: The proposed In Lieu Parcel Map will adjust the boundaries between two (2) existing parcels. The new contract will continue to enforceably restrict the same amount of acreage in an area designated as prime farmland. As 35.93 acres are intended to remain in agricultural use, the adjustment of parcel boundary lines will not

significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or on other contracted lands in agricultural preserves.

F. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.

(1) Finding: Since the existing agricultural acreage will continue to be used for agricultural purposes, the proposed adjustment will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

G. The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

(1) Finding: The proposed In Lieu Parcel Map will adjust the boundaries between two (2) existing parcels. The new contract will enforceably restrict 35.93 acres designated as prime farmland. The adjustment of property boundaries will not result in the creation of additional developable parcels.

BE IT FINALLY RESOLVED THAT:

1. This Board rescinds *Williamson Act* Contract No. 1956 and simultaneously enters into *Williamson Act* Contract No. 2095 as described within the attached Contract.
2. The Chairperson of the Board is hereby authorized to execute the contract for all land within said *Williamson Act* Contract No. 2095.
3. The Kings County Community Development Agency shall be responsible for the enforcement of contracts entered into under the provisions of this Resolution.
4. The Kings County Community Development Agency is directed to complete the administrative requirements, recordings and make the required notices to property owners, county departments and State agencies.

The foregoing Resolution was adopted on a motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on this 12th day of February 2019, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

Joe Neves, Chairman
Kings County Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this _____ day of _____, 2019.

Catherine Venturella
Clerk of said Board of Supervisors

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd, Bld #6 Hanford, CA 93230	

Space above this line for Recorder's use.

**LAND CONSERVATION CONTRACT
CONTRACT NO. 2095**

**INCLUDING A PARTIAL RESCISSION OF CONTRACT NO. 1956, AND ENTERING INTO
THIS NEW CONTRACT NO. 2095 IN ITS PLACE PURSUANT TO GOVERNMENT CODE
SECTION 51257**

THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS ____ day of _____, 2019, by and between Ernest J Smith and Deborah Smith, husband and wife, hereinafter referred to as the "Owners" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the Owners own real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is currently described as follows:

Parcel No. 1 (APN 024-170-041): The land hereinafter referred to is situated in the Area of Lemoore, County of Kings, State of CA, and is described as follows: Lot 3 in Section 34, Township 19 South, Range 20 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to Map of Jacob Rancho Sheet No. 1, recorded in Book 2 at Page 14 of Licensed Surveyor Plats,

Excepting therefrom the following described parcels:

1. Beginning at the Northwest corner of said Section 34, thence East 1995 feet, thence South 208 Feet, thence East 208 feet, thence North 208 feet, thence West 208 feet, to the true point of beginning, as conveyed to David Cotton, by Deed dated December 16, 1960 and recorded December 30, 1960 in Book 771 at Page 455 of Official Records, as Document No. 14081.
2. Beginning at the Northwest corner of Section 34, thence East 1762 Feet, to the true point of beginning, thence South 208 feet, thence East 208 feet, thence North 208 feet, thence West 208 feet to the true point of beginning, as conveyed to Mount Olive Baptist Church by Deed dated May 31, 1961, and recorded June 15, 1961, in Book 783 at Page 995 of Official Records, as Document No. 8550.
3. Beginning at the Northwest corner of said Section, thence East 1554.0 feet to the true point of beginning, thence South 208.0 feet, thence East 208.0 feet; thence North 208 feet, thence West 208.0 feet to the true point of beginning; as conveyed to Richard Smith and Dora Smith, husband and wife, as joint tenants, by Deed recorded August 31, 1961, in Book 789 at Page 187 of Official Records, as Document No. 12229.

WHEREAS, the Owners of the Subject Property wishes to adjust the property lines between these parcels and another parcel that is not restricted by a Land Conservation Contract; and

WHEREAS, pursuant to Government Code Section 51257 the boundary of the contracted land may be adjusted to accommodate such minor boundary changes by rescinding the current contract on the subject property and entering into a new contract for the new Subject Property; and

WHEREAS, Subject Property will continue to be devoted to agricultural uses and uses compatible thereto; and

WHEREAS, Subject Property is located in Agricultural Preserve No. 301 which was established by the Board of Supervisors of the County by Resolution No. 89-125; and

WHEREAS, the Owners and the County desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve California's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State to discourage the premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic and economic asset to the Owners and the County; and

WHEREAS, the County enters into this Contract with Owners on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract; and

WHEREAS, both the Owners and the County intend that the terms, conditions and restrictions of this contract be substantially similar to Contracts authorized by the California Land Conservation Act of 1965; and

NOW, THEREFORE, IT IS AGREED as follows:

1. Land Conservation Contract No. 1956 as it pertains to that territory described therein is hereby partially rescinded, and this new Contract No. 2095 is entered into to partially replace Land Conservation Contract No. 1956. The new contracted area as a result of that certain In Lieu Parcel Map No. 17-14, is now hereby described as follows:

Being a portion of Section 34, Township 19 South, Range 20 East, M.D.B. & M. in the unincorporated area of the County of Kings, State of California, being more particularly described as follows:

Parcel 2 and Parcel 3 of that certain Parcel Map as recorded in Book ____ of Parcel Maps at Page _____, Kings County Records.

2. This Contract is made and entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.

3. During the term of this Contract and any renewals thereof the Subject Property shall not be used by the Owners, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolution establishing the Agricultural Preserve within which the land is located. The Board of Supervisors of the County may from time to time during the term of this Contract and any renewals thereof, by Resolution, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the Board of Supervisors may not during the term of this Contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution, without the prior written consent of the Owners.

4. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property.

5. There shall be no payment to the Owners by the County.

6. The term of this Contract shall be for ten (10) years, commencing on the _____ day of _____, 2019. Benefits of this Contract shall begin at the start of the following fiscal year.

7. This Contract shall automatically renew on January 1, 2020, and every first day of January thereafter unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph. Each renewal shall be for a term of no less than ten (10) years.

8. This Contract may be canceled subject to the same proceedings and with like penalties as set forth in the California Land Conservation Act of 1965 for the cancellation of Contracts.

9. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the Subject Property, or of less than a fee interest which will prevent the land being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this Contract shall automatically and immediately become null and void with regard to that portion of the Subject Property, which is so condemned or acquired.

10. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owners shall be mailed to him at the address of Subject Property as it is shown on the latest adopted tax roll of Kings County.

11. This Contract shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties. The recitals are integral to this Contract and are incorporated herein as though fully set forth.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF KINGS

OWNER(S):

By: _____
Joe Neves, Chairperson
Board of Supervisors

Ernest J. Smith

Deborah Smith

**STATE OF CALIFORNIA
COUNTY OF KINGS**

On the ____ day of _____, 2019, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 12, 2019

SUBMITTED BY: Administration –Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$20,000,000 OF EDUCATIONAL FACILITIES REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION OF EDUCATION FACILITIES FOR TRINITY CLASSICAL ACADEMY

SUMMARY:

Overview:

Section 147(f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing; and
2. Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for Trinity Classical Academy (the “Borrower”).

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____ /2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$20,000,000 OF EDUCATIONAL FACILITIES REVENUE BONDS FOR FINANCING OR REFINANCING THE ACQUISITION OF EDUCATION FACILITIES FOR TRINITY CLASSICAL ACADEMY

February 12, 2019

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BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

Trinity Classical Academy (the “Borrower”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$20,000,000 to finance and/or refinance the costs of the acquisition of an approximate 9-acre site and a 48,559 square foot two-story building located at 28310 Kelly Johnson Parkway in Santa Clarita (the “Facilities”). The Facilities will be owned and operated by the Borrower and used as a K-12 college preparatory academy known as Trinity Classical Academy.

The Board has been asked to conduct the public hearing February 12, 2019 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of CalPFA or in the financing will be required.

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF ITS EDUCATIONAL FACILITIES REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION OF EDUCATION FACILITIES IN SANTA CLARITA, CALIFORNIA, BY TRINITY CLASSICAL ACADEMY AND CERTAIN OTHER MATTERS RELATING THERETO

RESOLUTION NO. _____

WHEREAS, Trinity Classical Academy (the "Borrower"), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has requested that the California Public Finance Authority (the "Authority") issue one or more series of education facility revenue bonds in an aggregate principal amount not to exceed \$20,000,000 (the "Bonds") to finance, refinance or reimburse costs of acquisition of all but the northwest 2.25 acres of an approximate 11 acre site and the 48,559 square foot two-story building located thereon, all located at 28310 Kelly Johnson Parkway, Valencia (Santa Clarita), California 91355 (the "Facilities"), and other costs and reserves in connection with such acquisition and the issuance of the Bonds (collectively, the "Project"); and

WHEREAS, the Facilities will be owned and operated by Borrower and used as a grade K-12 college preparatory academy known as Trinity Classical Academy (the "School"); and

WHEREAS, the Project is located within the City of Santa Clarita, California; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of

the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 12th day of February, 2019, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

Chairperson of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this ___ day of February, 2019.

Clerk of said Board of Supervisors